

# Microsoft License Agreement/Product Use Rights

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If you are an entity of the United States Government, this Microsoft License Agreement/Product Use Rights constitutes an addendum to the Government Contract.

## These are common defined terms:

**“Government Contract”** means the volume license agreement between you and an authorized Microsoft reseller or integrator pursuant to which you license Microsoft Product.

**“License Confirmation”** means evidence of your license provided by Microsoft.

**“Microsoft”** (also referred to as “we”, “our”, or “us” in this document) means the Microsoft company which is issuing or has issued licenses pursuant to your volume license Government Contract.

**“Product,”** except as otherwise provided, means the computer software and associated media, schema, schema-generating tools, printed materials, and “online” or electronic documentation, if any.

**“Software”** means the software portion of the products you may license under your volume license Government Contract.

**“You”** means the entity which has entered into the volume license Government Contract pursuant to which a copy of the Software is being licensed and, if applicable, its affiliates or users.

## These are general use rights and restrictions for all products:

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- a. **For latest versions available as of the effective date.** For the latest version of any

product available on or before the effective date, the license agreement/product use rights in effect on the effective date for that product and version apply.

- b. **For versions and products that become available after an effective date.** For any version of any existing product, or any new product, first made available after the effective date, the license agreement/product use rights in effect on the date on which the version or product first becomes available apply (subject to our commitment on use rights below).
- c. **For versions of a product that predate the latest version available as of an effective date.** If you are using a version of any licensed product licensed that became available prior to the version that was current on the effective date, your use of the earlier version will be governed by the license agreement/product use rights that would apply if you were using the version licensed under the enrollment, or in the case of Software Assurance or L&SA, the latest version that is or becomes available at any time during the term of the applicable enrollment.
- d. **Microsoft’s commitment on use rights.**

**For all products – use rights fixed by version.** We will not change your license agreement/product use rights for any version of a product after it becomes available to you under your Government Contract or enrollment.

**For enterprise products – no detrimental use right changes in new versions.**

- (i) **For new versions made available during the initial Government Contract or enrollment term.** If we make available a new version of any enterprise product during the initial Government Contract or enrollment term, as applicable, and that new version is subject to certain use rights that are more restrictive than those that applied to a prior version under a Government Contract or enrollment that was or became available during the initial Government Contract or enrollment term, as applicable, you may run that new version

without being subject to those certain more restrictive use rights.

- (ii) **For new versions made available during each renewal term.** Upon each renewal of Software Assurance for an enterprise product, your use of that product will be governed by the license agreement/product use rights that apply to the latest version of that product available as of the date of that renewal, including any terms that are more restrictive than those that applied to a previous version of that product licensed by you during the preceding term. However, if during a renewal term we make available a new version of that same enterprise product with certain use rights more restrictive than those use rights that applied to a prior version licensed under a Government Contract or enrollment, as applicable, that was or became available during that same term, you may run the new version without being subject to those certain more restrictive use rights.
- (iii) **New features or functionality.** The right described in subsections (i) and (ii) above does not apply to License Agreement/Product use rights that relate specifically to new features or functionality added to a new version.

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**Application Sharing.** The Software may contain Microsoft NetMeeting (technology that enables applications to be shared between two or more single computers, workstations, terminals, handheld PCs, pagers, "smart phones," or other digital electronic devices (each, a "Computer")), even if an application is installed on only one of the Computers). You may use this technology with all Microsoft application products for multi-party conferences. For non-Microsoft applications, you should consult the accompanying license agreement or contact the licensor to determine whether or not application sharing is permitted by the licensor.

**Consent to Use Data.** You agree that Microsoft and its affiliates may collect and use technical information gathered in any manner as part of the product support services provided to you, if any, related to the Software. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you. Microsoft may disclose this information to others, but not in a form that personally identifies you.

**Note on Java Support.** The Software may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.

**No "Multiplexing" or "Pooling."** Use of software or hardware that reduces the number of electronic devices directly monitored or managed by the Software or directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of licenses required; the required number of licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end."

**No Commercial Hosting.** You may not provide commercial hosting services with the Products.

**Volume License Product Keys.** To install certain products you will need to use a specific Volume License Product Key (VLK). You will be assigned a unique VLK for each product family (starting with the XP product line).

Because you will be held responsible for unauthorized use of the VLKs assigned under your license agreement, you agree to use your best efforts to keep a secure record of these product keys including not disclosing such keys to any unauthorized third party. For further information on VLKs, please go to <http://www.microsoft.com/licensing> and click on the "Volume License Product Key" link.

**Termination.** Microsoft may terminate your rights under a given license if you do not abide by these terms and conditions, in which case you must destroy all copies of the Product and all of its component parts.

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In addition, no license transfer will be valid unless the entity to which the licenses are being transferred accepts in writing the applicable product use rights, use restrictions and limitations of liability and the transfer restrictions in this section.

You may not transfer (i) licenses on a short-term basis, (ii) temporary rights to use products, (iii) Software Assurance Coverage, (iv) perpetual licenses for any version of any product acquired through Software Assurance separately from the underlying perpetual licenses for which that Software Assurance coverage was ordered; or (v) upgrade licenses for a desktop operating

system product separately from the underlying desktop operating system license or from the computer system on which the product is first installed.

Any transfer made in violation of the requirements or restrictions of this section will be void.

**Restrictions on use.** You may not:

- Separate the components of a product made up of multiple components (in the case of product suites, such as Office) by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights;
- Rent, lease lend or host products, except where we agree by separate agreement;
- Reverse engineer, de-compile or disassemble products, except to the extent expressly permitted by applicable law despite this limitation.
- If you are an entity of a state or local government, transfer licenses to, or sublicense, products to the U.S. Government.

Products licensed under the Government Contract are of US-origin unless otherwise indicated by us.. You agree to comply with all applicable international and national laws that apply to these products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see <http://www.microsoft.com/exporting/>.

You must make reasonable efforts to make employees, agents and other individuals running a product aware that the product is licensed from Microsoft and may only be run or transferred subject to the terms of this agreement. In addition you have the right to (i) run up to 20 copies of any product in a dedicated training facility on your premises; (ii) run up to 10 copies of any product for a 60-day evaluation period; and (iii) make and retain one copy of any licensed product for back-up or archival purposes for each of your distinct geographic locations.

**Warranties and Other Obligations of Microsoft.**

**a. Limited product warranty.** We warrant that each version of a product will perform substantially in accordance with our user documentation. This warranty is valid for a period of 90 days from the date you first run a copy of the version. To the maximum extent permitted by law, any warranties imposed by law concerning the products are limited to the same 90-day period. This warranty does not apply to components of products which

you are permitted to redistribute under applicable product use rights, or if failure of the product has resulted from accident, abuse or misapplication. If you notify us within the warranty period that a product does not meet this warranty, then we will, at our option, either (i) return the price paid for the product or (ii) repair or replace the product. To the extent permitted by law, this is your exclusive remedy for any failure of any product to function as described in this paragraph.

**b. NO OTHER WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS OR RELATED MATERIALS. WE WILL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD-PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

**c. Defense of infringement claim.** We will defend you against any claim by an unaffiliated third party that any product infringes its patent or copyright, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent), subject to the limitation of liability set forth below. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance.

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your running of the product after we notify you to discontinue running due to such a claim; (ii) your combining the product with a non-Microsoft product, data or business process; (iii) use of, or access to, the product by any person or entity other than an employee of you or one of your affiliates; (iv) your distribution of the product to an unaffiliated third party; or (v) your altering the product. You will be responsible for all costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a product, we may, at our expense and without obligation to do so, either (i) procure for you the

right to continue to run the allegedly infringing product, or (ii) modify the product or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the allegedly infringing product immediately. If, as a result of an infringement claim, your use of a product is enjoined by a court of competent jurisdiction, we will use commercially reasonable efforts to either procure the right to continue its use, replace it with a functional equivalent, or modify it to make it non-infringing.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section.

#### **Limitation of liability.**

**a. Limitation.** There may be situations in which you or an affiliate has a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, our liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you or your affiliate has paid for the product giving rise to the claim. In the case of our responsibilities with respect to third party patent or copyright infringement claims, our obligation to defend such claims will not be subject to the preceding limitation, but our liability to pay damages resulting from any final adjudication (or settlement to which we consent) will be. In the case of free product or code you or an affiliate is authorized to redistribute to third parties without separate payment to us, our total liability to you will not exceed US\$5000.

**b. No liability for certain damages.** To the maximum extent permitted by applicable law, neither party nor any of its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with this agreement or any product or service, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party's liability to the other for violation of its confidentiality obligation or of the other party's intellectual property rights.

**c. Application.** The limitations on and exclusions of liability for damages in this License Agreement/Product Use Rights apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

**Verifying compliance.** You must keep records relating to the products you run. We have the right to verify compliance, at our expense, during the term of the

Government Contract and for a period of one year thereafter. To do so, we will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 15 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, we may require you to accurately complete a self-audit questionnaire relating to the products you and any affiliates use. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), you must reimburse us for the costs we have incurred in verification, and acquire the necessary additional licenses as single retail licenses within 30 days. If we undertake such verification and do not find material unlicensed use of products, we will not undertake another verification of the same entity for at least one year. We and our auditors will use the information obtained in compliance verification only to enforce our rights and to determine whether you are in compliance with the terms of this License Agreement/Product Use Rights. By invoking the rights and procedures described above, we do not waive our rights to enforce this License Agreement/Product Use Rights or to protect our intellectual property by any other means permitted by law.

**Severability.** If a court holds any provision of this License Agreement/Product Use Rights to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the License Agreement/Product Use Rights to give effect to the stricken clause to the maximum extent possible.

**Waiver.** No waiver of any breach of this License Agreement/Product Use Rights shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**Restricted Rights.** All products provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995, are provided with the commercial license rights as set forth in this agreement. All products provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995, are provided with "Restricted Rights" as provided for in FAR, 48 C.F.R. 52.227-14 (June 1987) or DFAR, 48 C.F.R. 252.227-7013 (Oct 1988), as applicable.

**Copyright Violation.** If you are an entity of a state or local government, except to the extent you are licensed under the Government Contract and this License Agreement/Product Use Rights, you shall be responsible for your violation of Microsoft's copyright in the products,

including payment of license fees specified in this License Agreement/Product Use Rights for unlicensed use.

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## Microsoft Applications

» This section covers products listed in the Product List as belonging to the applications pool, with the exception of the developer tools products. See the "Developer Tools" section for use rights for those products.

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### **Exceptions**

The following use rights and restrictions supplement or replace the General License Grant for the products identified below.

#### **1. Encarta Online Deluxe**

For each license you acquire, you may access and use the secure web site known as Microsoft Encarta Online Deluxe (the "Product") in accordance with the Product's Terms of Use, which are presently set forth at <http://encarta.msn.com/shared/corpcitizen/tou.shtm>. You will be entitled to any Components and Updates made available under the Encarta Online Deluxe Subscription Program during the subscription term. You agree to restrict access to the Product to computer workstations physically located within your facility. You may not allow remote or dial-in access to the Product. Microsoft retains the right to audit you monthly for unauthorized uses of or access to the Product. In the event of any unauthorized use by an Authorized User, you will take all reasonable steps to cause such Authorized User to cease such activity and to prevent any recurrence thereof. Microsoft reserves the right to immediately terminate the agreement under which the license is obtained or access to the Web Site by you or by Authorized User(s) for violation of any applicable terms and conditions.

## 2. FrontPage\*

(\*version corresponding to Office XP)

**FrontPage web components.** The FrontPage Web components include the MSNBC news headline component, the MSN MoneyCentral Stock Quote component, and the MSN Search component.

**Installation and Use.** You may install and use any number of copies of the FrontPage Web components on server computers to provide services as part of your web site on the Internet that you design with FrontPage and that is not a mobile wireless or interactive television site ("Your Web Site").

**Restrictions.** You may not edit or modify the FrontPage Web components in any manner whatsoever. You may not display any of the trademarks that appear in the FrontPage Web components in any manner that implies sponsorship, endorsement, or license of Your Web Site by the owners of such trademarks. If the FrontPage Web components contain any active links to other sites, you agree to maintain such active links and not redirect or modify them. You may not market, distribute, sublicense, lease or rent the FrontPage Web components on a stand-alone basis. You may not use the FrontPage Web components in connection with any site that is likely to (i) mislead viewers as to the relationship between the site, or the site's owner, and Microsoft, MSN, MSNBC, or Expedia, or their products or services, (ii) infringe any intellectual property or other rights of these parties, (iii) violate any applicable law, or (iv) promote racism, hatred, or pornography. You shall not convert the news headlines in the MSNBC component into an audio format for redistribution to audio users. You agree to immediately remove the FrontPage Web components from Your Web Site if you do not abide by any of these restrictions after notice.

## 3. MapPoint

In addition to the General License Grant above:

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## 4. Multilingual User Interface (MUI) (formerly, Multi-Language) Pack

Use of Multilingual User Interface Packs (the "Multi-Language Components") is subject to the terms and conditions of the product use rights (the "Product EULA") for the applications product you have licensed (the "Product") and these terms and conditions. To the extent that these terms conflict with terms in the Product EULA, these terms control solely with respect to the Multi-Language Components. The Multi-Language Components add either English or multi-language functionality to your copy of the Product. The Multi-Language Components are a part of the Product and are intended for use by you solely in conjunction with the Product.

## 5. Office XP\*

(\* And, except as otherwise noted in these exceptions, any other applications product commercially released simultaneously with or subsequently to Office XP).

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**Office Web Component.** It is not necessary for you to license Office XP Enterprise or any other qualifying applications product in order to install and use one copy of the Software for the sole purpose of viewing and printing copies of static documents, text and images created with the Software; however, for interactive use or in order to otherwise use the Software as provided in the General License Grant above, you must acquire a license for Office XP Enterprise or another qualifying applications product.

## **6. Press Step by Step Courseware**

For each license you acquire, you must designate one individual in your organization who will have a personal, nonexclusive license to make and use copies of the Software. For purposes of these rights and restrictions, the Software will include the product in printed form.

## **7. Project 2000 and Windows Media Producer 1.0**

For purposes of this section, the term "Components" means (i) with respect to Project 2000, the Microsoft Project 2000 Templates located in Program Files/Microsoft Office/Templates directory (the

"Components"), and (ii) with respect to Windows Media Producer 1.0, Microsoft Windows Media Producer Templates. In addition to the General License Grant above, Microsoft grants you a license to use the Components, or any portion thereof, subject to the General License Grant and these terms and conditions. To the extent that these terms conflict with terms of the General License Grant, these terms control solely with respect to the Components. **Derivative Works; Redistribution Rights.** Microsoft grants you the non-exclusive, royalty-free rights to use, modify and create derivative works of the Components (but not Project 2000 nor Windows Media Producer 1.0) for the purpose of designing, developing and marketing a product or service by you ("Application"). You may reproduce, sublicense and distribute the Components (and any modifications thereto made by you) provided that you agree: (a) not to use Microsoft's name, logo, or trademark to market any software product or services developed by you; (b) to be completely responsible for any costs and damages that arise or result from the use or distribution of the Components or Applications; and (c) to permit further redistribution of the Components by your end-user customers only under the same restrictions imposed on you.

## **8. Project Central**

In addition to the General License Grant above, for each license acquired, you may log one user onto your Microsoft Project Central Server for the purpose of enabling such user to participate in project workgroup communication for projects managed through your use of Microsoft Project 2000.

## **9. Visio 2002 (Standard and Professional Editions and Visio Enterprise Network Tools)**

**Systems Administrators.** You may allow system administrators within your business or enterprise to access and use the Software for the sole purpose of assisting you with installing, configuring, and maintaining licensed copies of the Software. You must obtain separate licenses to the Software for systems administrators for any other use.

**Additional Microsoft Visio Network Equipment Shapes.** Microsoft Visio Enterprise Network Tools may enable you to obtain certain additional Microsoft Visio shapes from Microsoft, such as from a Microsoft web site. Microsoft Visio Network Equipment shapes that you obtain by use of Microsoft Visio Enterprise Network Tool will be considered part of the Software and governed by your license agreement unless they are accompanied by a separate license agreement in which case such



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**Visio Enterprise Network Tools.** For every license of Microsoft Visio Enterprise Network Tools you acquire, you must have an equivalent number of licenses for Microsoft Visio 2002 Professional Edition.

## 10. Work at Home

» Work at Home copies are licensed separately from the corresponding copies run on your “At Work Computers”.

Subject to the limitations, requirements and restrictions identified below, for each Work at Home license acquired, you may permit one Work-at-Home Employee to install, use, access, display, run, or otherwise interact with (“Run”) from a single home computer, workstation, terminal, handheld PC, pager, “smart phone”, or other electronic device (“Home Computer”) one copy of the Software. As used in this provision, the term “Work-at-Home Employee” means an employee of yours (or an independent contractor providing substantially full-time services to you of the type that are customarily performed by your employees) who is the primary user of an At-Work Computer. As used herein the term “At-Work Computer” means a computer, workstation, terminal, handheld PC, pager, “smart phone”, or other electronic device provided by you on which a properly licensed copy of the Software Runs. In place of the version of the Software identified on the License Confirmation (or equivalent evidence of license), the Work-at-Home Employee may use any later version of the Software he or she may properly use on his or her At-Work Computer pursuant to a license or upgrade right (e.g., under Upgrade Advantage or an Enterprise Enrollment/Enterprise Agreement). You must maintain records adequate to permit identification of the number and identity of Work-at-Home Employees permitted to Run a copy of the Software pursuant to these provisions. In addition to the notice to user requirements described in your license agreement, you will notify each Work-at-Home Employee that Runs a copy of the Software on a Home Computer pursuant to these provisions that such copy must be deleted and removed from the temporary memory (RAM) and permanent memory (e.g. hard disk) of such Home Computer immediately upon any event which causes him or her no longer to be a Work-at-Home Employee (as that term is defined herein). Notwithstanding anything to the contrary in your license agreement, Work-at-Home licenses are not transferable under any circumstances without the prior written consent of Microsoft. Your Work-at-Home Employees’ use of the Software is subject to product specific restrictions, if any, noted above.

## Microsoft Systems

» This section covers products listed in the Product List as belonging to the systems pool, with the exception of IEAK. See the “Developer Tools” section for use rights for IEAK. See the “Microsoft Applications” section of this document for use rights for Microsoft Press products.

### General License Grant

This grant applies to all systems products except as otherwise noted below.

**Installation and use.** For each license acquired, you may install, use, access, display and run one copy of the Product on the single computer, such as a workstation, terminal or other device (“Workstation Computer”), on which it is first installed.

The Product may not be used by more than two (2) processors at any one time on any single Workstation Computer. You may permit a maximum of ten (10) computers or other electronic devices (each a “Device”) to connect to the Workstation Computer to utilize the services of the Product solely for File and Print services, Internet Information Services, and remote access (including connection sharing and telephony services). The ten connection maximum includes any indirect connections made through “multiplexing” or other software or hardware which pools or aggregates connections. Except as otherwise permitted by the NetMeeting, Remote Assistance, and Remote Desktop features described in the Windows XP Professional section below, you may not use the Product to permit any Device to use, access, display or run other executable software residing on the Workstation Computer, nor may you permit any Device to use, access, display or run the Product or the Product’s user interface, unless the Device has a separate license for the Product.

**MultiLanguage Versions.** Use of MultiLanguage Versions (e.g. Windows XP Multilingual User Interface Pack) (“OS Components”) is subject to the terms and conditions of the agreement (“EULA”) under which you have licensed Windows 2000 Professional, Windows XP Professional or Windows XP 64-Bit Edition (each individually, “OS Product”) and these terms and conditions. If you do not have a valid EULA for the OS Product, you are not authorized to install, copy or otherwise use the OS Components. Capitalized terms used and not otherwise defined here have the meanings assigned to them in the applicable OS Product EULA. To the extent that these terms conflict with terms in the applicable OS Product EULA, these terms control solely with respect to the OS Components. **General.** The OS



Components are provided to you by Microsoft to update, supplement, or replace existing functionality of the OS Product.

## **Exceptions**

The following use rights and restrictions supplement or replace the General License Grant for the products identified below.

### **1. Windows XP Professional**

**Security Updates.** Content providers are using the digital rights management technology ("Microsoft DRM") contained in this Product to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Owners of such Secure Content ("Secure Content Owners") may, from time to time, request Microsoft to provide security related updates to the Microsoft DRM components of the Product ("Security Updates") that may affect your ability to copy, display and/or play Secure Content through Microsoft software or third party applications that utilize Microsoft DRM. You therefore agree that, if you elect to download a license from the Internet which enables your use of Secure Content, Microsoft may, in conjunction with such license, also download onto your computer such Security Updates that a Secure Content Owner has requested that Microsoft distribute. Microsoft will not retrieve any personally identifiable information, or any other information, from your computer by downloading such Security Updates.

**Additional Software/Services.** These rights and restrictions apply to updates, supplements, add-on components, or Internet-based services components, of the Product that Microsoft may provide to you or make available to you after the date you obtain your initial copy of the Product, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Product. If you wish to use the Windows Media Format Software Development Kit ("WMFSDK") components contained in the Product to develop a software application that uses Windows Media technology, visit <http://msdn.microsoft.com/workshop/imedia/windowsmedia/sdk/wmsdk.asp>, accept a separate license for the WMFSDK, download the appropriate WMFSDK, and install it on your system.

### **Description of other rights and limitations.**

**NetMeeting/Remote Assistance/Remote Desktop Features.** The Product may contain NetMeeting, Remote Assistance, and/or Remote Desktop technologies that enable you to access software products installed on other computers. Before you use this technology to remotely access and use any other

software product, you must obtain a license to access and use that software product if a license is required. It is your responsibility to review the software product licensing terms to determine whether a license for the software product being remotely accessed is required before you use these technologies to access and use another software product.

If your Product contains the Remote Assistance technology, Microsoft grants you permission to use it to access any other Microsoft software product for the sole purpose of rendering technical support and assistance to a licensed user of such software product with the user's permission. If you want a third party to use Remote Assistance technology to provide technical support and assistance to you, you must first require the third party to expressly agree that such third party's access and use of your licensed software product is subject to the same licensing terms, but such access and use will be strictly limited to providing you with technical support and assistance. You agree to be completely responsible for any costs and damages suffered as a result of a failure to obtain such an agreement and/or for the misuse of your software product by such third parties.

**Internet Gaming/Update Features.** If you choose to utilize the Internet gaming or update features within the Product, it is necessary to use certain computer system, hardware, and software information to implement the features. By using these features, you explicitly authorize Microsoft or its designated agent to access and utilize the necessary information for Internet gaming and/or updating purposes. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you. Microsoft may disclose this information to others, but not in a form that personally identifies you.

**Internet-Based Services Components.** The Product contains components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that Microsoft may automatically check the version of the Product and/or its components that you are utilizing and may provide upgrades or fixes to the Product that will be automatically downloaded to your Workstation Computer.

**Links To Third Party Sites.** You may link to third party sites through the use of the Product. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Microsoft is not responsible for webcasting or any other form of transmission received from any third party sites. Microsoft is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Microsoft of the third party site.

## Microsoft Servers

» For all products listed in the Product List as belonging to the Servers pool, these rights and restrictions apply. Be sure to read the first section and then go directly to your specific product listed below.

Application Center 2000  
 BackOffice 2000 Server  
 BizTalk Accelerator for HIPAA 1.0  
 BizTalk Accelerator for RosettaNet 1.1 Standard Edition  
 BizTalk Accelerator for RosettaNet 1.1 Enterprise Edition  
 BizTalk Accelerator for RosettaNet 2.0 Standard Edition  
 BizTalk Accelerator for RosettaNet 2.0 Enterprise Edition  
 BizTalk Accelerator for Suppliers 1.0  
 BizTalk Adapter for MQSeries 1.0 Enterprise Edition  
 BizTalk Adapter for SAP 1.0  
 BizTalk Server 2000 Standard Edition  
 BizTalk Server 2000 Enterprise Edition  
 BizTalk Server 2002 Standard Edition  
 BizTalk Server 2002 Enterprise Edition  
 Commerce Server 2000  
 Commerce Server 2002 Standard Edition  
 Commerce Server 2002 Enterprise Edition  
 Content Management Server 2001  
 Core CAL  
 Encarta Class Server 1.0  
 Exchange 2000 Conferencing Server  
 Exchange 2000 Server  
 Host Integration Server 2000 ("HIS")  
 Internet Security and Acceleration Server 2000 ("ISA")  
 Mobile Information Server Enterprise Edition 1.0  
 Mobile Information Server 2002  
 Mobile Information Server 2002 –ActiveSync Edition  
 Operations Manager 2000  
 Project Server 2002  
 Services for Netware  
 SharePoint Portal Server 2001  
 Small Business Server 2000 ("SBS 2000")  
 SQL Server 2000  
 SQL Server 2000 Runtime  
 System Management Server 2.0 ("SMS")  
 Windows 2000 Advanced Server  
 Windows 2000 Server

Windows NT 4.0 Server

Windows Services for Unix 2.0

Interix 2.2

Services for Unix 3.0

Some products have redistributables with associated rights and restrictions. See the "Microsoft Applications" section of this document for use rights for Microsoft Press products.

These are common defined terms for Microsoft servers:

**"CAL"** means client access license.

**"Device"** means an electronic device.

**"Internet User"** Except as otherwise provided below, "Internet User" means any person connected to the Internet, other than a person (i) employed by you (as an employee, independent contractor, agent, or in any other capacity); or (ii) otherwise providing goods or services to you (for example, one of your suppliers) or on your behalf (for example, one of your distributors or resellers, agents, or a consulting firm hired by you).

**"OMAL"** means Outlook Mobile Access license.

### The Product may contain the following software:

**"Server Software"** provides services or functionality on your computers capable of running the Server Software ("Servers");

**"Client Software"** allows a Device to access or utilize the Server Software.

### CAL Restrictions.

You may only use CALs in conjunction with your Server Software except as otherwise noted.

**Version Matching.** Any CAL, Internet Connector license, OMAL, Operations Manager Base License or Operations Manager Application License must have the same or later version number than the corresponding version number of the Server Software being used. For purposes of version matching, each Core CAL you acquire is deemed to have, with regard to each individual Server Software product to which it permits access, the version number of the latest version of that Server Software product made available during the Software Assurance coverage for that Core CAL, respectively.

**Per Seat or Per Server.** For some products, you may use the Product in "Per Seat" or "Per Server" mode where specified. In "Per Seat" mode, you need a separate CAL for each unique Device that accesses or utilizes the Server Software. If you choose "Per Seat" mode, your choice is permanent. In "Per Server" mode, the maximum number of Devices which may access or utilize the Server Software at a given point is equal to the

number of CALs that you acquire and designate for use exclusively with that Server. "Per Seat" mode CALs may also access Server Software running in the Per Server Mode, provided the additional access is within that Server's maximum licensed capacity. You may permanently change your deployment of a "Per Server" mode CAL to "Per Seat" mode.

**Transfer.** You may make a one-time transfer of a "Per Seat" CAL, an OMAL, or a Operations Manager Base License or Application License to another of your Devices.

**Benchmark Testing.** You may not without Microsoft's prior written approval disclose to any third party the results of any benchmark test of Application Center, BizTalk, BizTalk Adapter for MQSeries, BizTalk Accelerator for HIPAA, BizTalk Accelerator for Suppliers, BizTalk Accelerator for Rosettanet, BizTalk Adapter for SAP, Content Management Server, Commerce Server, HIS, IIS, ISA, Message Queue Server, Mobile Information Server, Project Server, SQL Server, or Transaction Server, or any related client software.

**Administration.** Except as otherwise provided, you do not need a CAL for administration of the Server Software (including remote administration), for up to two connections to the Server.

**Other Licenses.** Your use of software applications installed on the Server, or accessed through the Server Software may require additional licenses -- please consult the license agreement accompanying such software.

**Limited Access by Other Devices.** Some products allow "limited access by other devices." For these products, each CAL or OMAL you acquire for a Device may also be used by the primary user of that Device ("Primary User") to enable access or use of the Server Software by any other Device that the Primary User uses less than twenty percent (20%) of the Primary User's total connection time. The term "total connection time" means the total amount of time the Primary User uses Microsoft Client Software to access or otherwise use the Server Software from a Device.

» See the product specific sections below for which products that allow "limited access by other devices."

Except as otherwise provided below, you must acquire a license for each Server or Device on or from which a copy of the Server Software or Client Software is installed, used, accessed, displayed, run, or otherwise utilized.

Except as otherwise specifically identified, the terms "license" and "CAL", as they are used in any given Product section, refer to licenses and CALs for that Product or, where applicable, the Core CAL or licenses

and CALs for the corresponding BackOffice Server or SBS suite.

***1. Application Center, BizTalk Adapter for MQSeries, BizTalk, BizTalk Accelerator for HIPAA, BizTalk Accelerator for Suppliers, BizTalk Accelerator for Rosettanet, BizTalk Adapter for SAP, Commerce Server, Content Management Server, HIS and ISA Servers***

**Installation -- Server Software.** Except when licensed in the BackOffice Server 2000 or SBS 2000 suite, for each license you have acquired, you may install one copy of the Server Software on a single Server. If the Server has more than one processor, you must obtain a separate license for each processor on that Server. You may use the Server Software only with that number of processors for which you are properly licensed.

**Standard Edition of BizTalk 2000.** Each copy of the Server Software may only be used by one processor of the computer on which such copy is installed. You need only one valid processor license to utilize the Server Software. The Server Software may not be used in a group beyond one machine, e.g. multiple machines all processing the same application or purpose. In addition, the Server Software may not be used to connect to more than five (5) external organizations and may not be used to connect to more than five (5) internal applications.

**Standard Editions of BizTalk 2002 and BizTalk Accelerator for Rosettanet and BizTalk Accelerator for HIPAA.** Each copy of the Server Software may only be used by one processor of the computer on which such copy is installed. You need only one valid processor license to utilize the Server Software. The Server Software may not be used in a group beyond one machine, e.g. multiple machines all processing the same application or purpose. In addition, the Server Software may not be used to connect to more than ten (10) external organizations and may not be used to connect to more than five (5) internal applications.

**ISA Server.** The following listed files: H.323 Gatekeeper, Message Screener, and ISA Server Management, may be installed on a separate server for use solely in conjunction with the Server Software. **BizTalk Adapter for MQSeries.** The following listed file: MQHelper.dll may be installed on any number of separate servers for use solely in conjunction with the Server Software and you are not required to obtain a processor license for any separate server on which the MQHelper.dll is installed.

**Client Software.** You may install and use the Client Software on any number of internal Devices so long as it is being used only in conjunction with the Server Software.

**Device Access.** Except when licensed in the BackOffice Server 2000 or SBS 2000 suite, any number of Devices may use or access the services of the Server running the Server Software so long as you have acquired a valid license for each processor running the Server Software. When licensed in the BackOffice Server 2000 suite, any number of Devices may use or access the services of the Server running the Server Software so long as you have acquired a valid license for each server running the Server Software (as required in the product use rights for the BackOffice Server 2000 suite).

**BizTalk, Commerce Server, HIS Server and ISA Server Use of Redistributable Software (“SDK Software”).** If included, you may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building applications that work in conjunction with the Server Software (“Applications”). You may modify the Sample Code (identified in the “samples” directories) to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. You may also reproduce and distribute the Sample Code, along with any modifications you make thereto (for purposes of this section, “modifications” mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as “redistributable” (collectively, the “Redistributable Code”) provided that you comply with the requirements in section (I)(C)(1) of the Developer Tools section of this document.

**BizTalk 2002 and Commerce Server 2002 Identified Software.** The following terms and conditions apply only to any software contained in BizTalk Server 2002 and Commerce Server 2002 that is identified as software that you may modify and/or redistribute (referred to in this paragraph as “Affected Code”): Your license rights to the Affected Code are conditioned upon your (a) not incorporating Identified Software into or combining Identified Software with the Affected Code or a derivative work thereof; (b) not distributing Identified Software in conjunction with the Affected Code or a derivative work thereof; and (c) not using Identified Software in the development of a derivative work of the Affected Code. “Identified Software” means software which is licensed pursuant to terms that directly or indirectly (i) create, or purport to create, obligations for Microsoft with respect to the Affected Code or derivative work thereof or (ii) grant, or purport to grant, to any third party any rights or immunities under Microsoft’s intellectual property or proprietary rights in the Affected Code or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or

distributed with such software be (a) disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.

**Client Software.** The 3270 and 5250 terminal emulation applets (“Applets”) of the HIS Client Software may be used by only one user per licensed copy of the HIS Server Software. Licenses for additional users must be acquired separately. Additionally, the Applets may only be used to access or otherwise utilize the services of HIS.

**Use of Host Security Integration Feature.** You may install and use the software identified as “Windows NT Account Synchronization Service” and “Host Account Cache” on any computer running a validly licensed copy of Windows NT Server within your organization.

**BizTalk Accelerator for HIPAA and BizTalk Accelerator for Suppliers – Use of Schemas.** The Software includes various transaction schemas (“Schemas”). These Schemas are proprietary to Microsoft Corporation and/or its suppliers and may be used by you (i) only for your internal business purposes, and (ii) solely in connection with your use of the Software with BizTalk Server (in the case of BizTalk Accelerator for HIPAA or BizTalk Accelerator for Suppliers) or with Commerce Server (in the case of BizTalk Accelerator for Suppliers). You may not distribute the Schemas to any third party, without Microsoft’s prior written consent.

## **2. BackOffice Server 2000**

» BackOffice is a suite of various server products. Be sure to read the sections for each component.

### **A. Server Use Rights.**

Use rights and restrictions specific to the individual components are identified in component sections. In the case of inconsistencies between this section and any section specific to an individual component, this section controls only with regard to your use of the component within the BackOffice suite.

**Installation--Server Software.** For each license you acquire, you may install one copy of each Server Software component of the Product on a single Server. You may allocate the Server Software components of the Product among up to three Servers (“MultiServer Configuration”) provided that:

- (i) You use the BackOffice Server 2000 Setup feature to implement the MultiServer Configuration,
- (ii) Each of the Servers in the MultiServer Configuration are geographically co-located and configured within the same Microsoft



- Windows 2000 Active Directory Organizational Unit,
- (iii) Each of the Server Software components is only installed once in the MultiServer Configuration, and
  - (iv) A separate Windows 2000 Server license is in place for each Server in the MultiServer Configuration (the Product contains only a single license for Windows 2000 Server).

**Client Software.** Except as otherwise provided in the sections covering individual components below, you may install the Client Software on any Device.

#### **CAL Requirements.**

**(i) General.** Except as otherwise provided below or in the component sections, you must acquire CALs in order to access or otherwise utilize the services or functionality of the Server Software, whether you use the Client Software or any other software to do so. BackOffice Server 2000 CALs authorize access and use of each of the Server Software components of the Product that require a CAL. You may also access and use individual Server Software components of the Product by acquiring CALs for those individual Server Software components.

**(ii) Mode of Deployment.** You may deploy CALs for Microsoft Windows 2000 Server in either "Per Seat" or "Per Server" mode. CALs for Microsoft BackOffice Server 2000, Exchange 2000 Server, SQL Server 2000 and SMS may only be deployed in "Per Seat" mode.

**Health Monitor 2.1. Permitted Use.** You may use Health Monitor 2.1 to (i) monitor any Server on which a Server Software component of the Product is installed as provided for above and (ii) monitor any Device to which you have dedicated a CAL. **Client Access.** No CAL is required for any Device used as the administrative console for Health Monitor 2.1 provided such Device is not itself being monitored by Health Monitor 2.1.

**Shared Fax Service and Shared Modem Service. Client Access.** You must have a CAL for each unique Device that accesses or uses the Shared Fax Service or Shared Modem Service Server Software.

**Use of Administrator Tools.** You may install and use the integrated BackOffice Server Management Console and related tools on any Device within your organization for the sole purpose of administering Server Software and Client Software components of the Product acquired in connection with the Product.

**Use of Redistributable Components.** You may modify, reproduce or distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Components") provided that you comply with the

Modification and Distribution Terms listed in such REDIST.TXT file.

You may move the Server Software to a different Server; provided, however, that if the Server Software components of the Product are installed in a MultiServer Configuration, you may only move the Server Software to another Server in the MultiServer Configuration. **Prior Versions.** Any right you have to install and use prior versions of the Software extends to the individual components of the Server Software, so long as they are installed and used on a single Server or within the same MultiServer Configuration.

**Upgrades of a Component of the Microsoft BackOffice Server 2000 Suite.** You may upgrade a component within the BackOffice Server suite, so long as the upgraded component is run on the same Server on which the component being upgraded is installed, unless the upgraded component is an Enterprise or Commerce Edition, in which case you may use the upgraded component as a stand-alone product. Subject to the immediately preceding sentence, when you install the upgraded component, (i) the upgraded component replaces the component in the suite being upgraded, (ii) your use of the upgraded component is subject to the terms of use associated with that component, and (iii) the remaining components of BackOffice Server may only be used in accordance with these use terms.

#### **B. CAL Use Rights.**

Unless otherwise noted, defined terms have the same meaning as in the section covering BackOffice Server above. For each CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the section covering BackOffice Server above.

### **3. (BackOffice) SBS 2000**

➤ SBS is a suite of various server products. Be sure to read the sections for each component.

#### **A. Server Use Rights.**

Use rights and restrictions specific to the individual components are identified in component sections. In the case of inconsistencies between this section and any section specific to an individual component, this section controls only with regard to your use of the component within the SBS suite.

**Installation and Use--Server Software.** For each license acquired, you may install and use one copy of the Server Software on a single Server, provided that such Server may not be connected to more than fifty (50) Devices. You may not separate the Server Software

components for use on more than one Server. Regardless of the number of licenses you acquire for the Product, only a single instance of the Product may run in a single domain (other than for data migration purposes for the period of time necessary to complete the data migration). Client Software. Subject to the Component product limitations, you may install and use the Client Software on up to fifty (50) Devices, provided that you have dedicated a CAL to each such Device.

**SBS 2000 CAL Requirements.** Except as otherwise provided in this Section or in the Component Sections, you must acquire a separate CAL for each unique Device that accesses or utilizes the Server Software. Core CALs, BackOffice Server 2000 CALs and CALs for the individual Server Software components do not authorize you to access and use such individual Server Software components when such components are acquired as part of the SBS 2000 suite; only the SBS 2000 CAL provides you with such access and use rights.

**Health Monitor 2.1.** Permitted Use. You may use Health Monitor 2.1 to (i) monitor any Server on which a Server Software component of the Product is installed as provided for above and (ii) monitor any Device to which you have dedicated a CAL. **Client Access.** No CAL is required for any Device used as the administrative console for Health Monitor 2.1 provided such Device is not itself being monitored by Health Monitor 2.1.

**Shared Fax Service and Shared Modem Service.** **Client Access.** You must have a CAL for each unique Device that accesses or uses the Shared Fax Service and/or Shared Modem Service Server Software.

**Use of Administrator Tools.** You may install and use the integrated SBS Management Console and related tools and snap-ins on any Device within your organization for the sole purpose of administering the Server Software or Client Software components acquired as part of the Product.

**Use of Redistributable Components.** You may modify, reproduce or distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Components") provided that you comply with the Modification and Distribution Terms listed in such REDIST.TXT file.

#### **B. CAL Use Rights.**

Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above.

For each license acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the Server use rights section above. SBS 2000 CALs grant you access

to the Server Software only when it is acquired as part of the SBS suite.

#### **4. Core CAL**

» The Core CAL is a client access license for Exchange Server, SharePoint Portal Server, Systems Management Server and Windows Server (and any other Server Software product that we may designate as a Core CAL component from time to time in the Product List). The Core CAL entitles you to access (as described in these product use rights) the version of each such Server Software product that is available at the time you order the Core CAL. The current version of each such Server Software product is identified in the Product List. Software Assurance for the Core CAL further entitles you to access (as described in these product use rights) any later version of the same Server Software products made available during the Software Assurance coverage period. Upon expiration of such coverage, except as otherwise provided in your license agreement, you will have a perpetual license to access (as described in these product use rights) the latest version of those Server Software products then available.

##### **CAL Use Rights.**

Unless otherwise noted, defined terms have the same meanings as in the product use rights covering the Server Software products permitted to be accessed by a particular Core CAL. For each Core CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the product use rights covering those Server Software products. Notwithstanding any references to specific product CALs in the corresponding Server Software product use rights, Core CALs authorize access and use of each of the components of each such Server Software product that require a CAL.

#### **5. Encarta Class Server**

##### **A. Server Use Rights.**

**Installation--Server Software.** You may install one copy of the Server Software on a single Server.

**Client Software.** You may install the Client Software on (i) any Device for which you have acquired an Encarta Class Server CAL, and (ii) on any Device not owned or leased by you, and not located on your premises, provided that, the primary user of such Device is employed by you.

**CAL Requirements.** You must acquire a separate CAL for each Device which accesses or otherwise utilizes the services or functionality of the Server Software, whether you use the Client Software or any other software to do so, unless otherwise noted below.



**Remote Access.** You may permit any number of Devices to access a single copy of the Product via the Internet, provided that the user of any such Device is (i) employed by you, (ii) your registered student, or (iii) the parent or legal guardian of your registered student, and further provided that such Devices are not (i) owned or leased by you, or (ii) located on your premises.

**Mandatory Operating Systems Software Upgrades.** The Product may contain mandatory operating systems software upgrades required for proper operation of the Product. Any such systems software upgrades are licensed to you pursuant to the same terms as provided in your license to the operating system.

#### **B. CAL Use Rights.**

For each CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the Encarta Class Server section above.

### **6. Exchange 2000 Server and Exchange 2000 Conferencing Server\*\***

\*\*Not available in BackOffice or SBS suites

#### **A. Exchange 2000 Server Use Rights.**

**Installation—Server Software.** For each license acquired, you may install one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server. **Client Software.** You may install the Client Software on any Device for which you have acquired a CAL. Exchange Server 5.5 Software may accompany the Server Software. In the event it does, you may install one copy of the Exchange Server 5.5 Software on the same server on which you install the Server Software solely for the purpose of enabling the functioning of the Server Software.

#### **Exchange 2000 Server CAL Requirements.**

You must acquire a separate CAL for each Device which accesses the services or functionality of the Server Software, whether you use the Client Software or any other software to do so, unless otherwise noted below:

- **Anonymous Access.** You do not need a CAL for anonymous access to the Server Software. Anonymous access occurs when an Unauthenticated Device accesses information held in the Server without having a mailbox or custom recipient object which identifies the Device. “Unauthenticated Device” means a Device that (i) does not directly or indirectly utilize Windows 2000 Server Integrated Sign-On Service and (ii) does not receive credentials from Windows 2000 Directory Services.

- **Limited Access by Other Devices.** Limited access for other devices is permitted as described in the first servers section above.

**Upgrades from BackOffice Server or SBS.** When you install the Server Software, the Server Software replaces the server software component of Microsoft BackOffice Server or Microsoft SBS being upgraded, and you may use the Server Software in accordance with these terms. The remaining components of BackOffice Server or SBS may only be used in accordance with the terms of the end-user license agreement that accompanied the original product suite.

#### **B. Exchange 2000 Conferencing Server - Server Use Rights.**

**Server Software.** For each license acquired, you may install one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server. **Client Software.** You may install the Client Software on any Device.

**Exchange 2000 Conferencing Server CAL Requirements.** You must acquire a separate CAL for each Device which accesses the services or functionality of the Server Software, whether you use the Client Software or any other software to do so, unless otherwise noted below.

**Limited Access by Other Devices.** Limited access for other devices is permitted as described in the first servers section above.

**Installation of Server Software on Fail-over Server.** Each Server used in a clustered environment for fail-over purposes requires a separate licensed copy of the Server Software.

#### **C. CAL Use Rights.**

Unless otherwise noted, defined terms have the same meaning as in the Server use rights sections above. For each CAL acquired, you may access or otherwise use the services or functionality of licensed copies of Exchange 2000 and Exchange 2000 Conferencing Server in the manner provided for in the respective Server use rights sections.

### **7. Mobile Information Server Enterprise Edition, Mobile Information Server 2002 and Mobile Information Server 2002 – ActiveSync Edition**

#### **A. Server Use Rights.**

**Installation—Server Software.** You may install and use one copy of the Server Software on a single Server.

## CAL Requirements.

You must acquire a separate CAL for each Device which accesses or otherwise utilizes the services or functionality of the Server Software, except as noted in the following sentence. **Mobile Information Server Enterprise Edition and Mobile Information Server 2002.** You may access or otherwise utilize the OMA Software (defined below) from any Device without the need to acquire a separate CAL, unless otherwise noted below.

**Outlook Mobile Access License Requirements.** “OMA Software” or “Outlook Mobile Access Software” provides additional services and functionality as part of the Server Software, but may be accessed and utilized by a Device only if you acquire an additional OMAL for such Device. You must acquire a separate OMAL for each Device which accesses or otherwise utilizes the services or functionality of the OMA Software, unless otherwise noted below.

**Limited Access by Other Devices.** Limited access for other devices is permitted as described in the first servers section above.

## B. CAL and OMAL Use Rights.

For each CAL or OMAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the section covering Mobile Information Server above; provided, however, that the Mobile Information Server 2002 – ActiveSync Edition CALs may only access or otherwise use the services or functionality of Mobile Information Server 2002 -- ActiveSync Edition.

## 8. Operations Manager 2000

### Server Use Rights.

The Product may contain the following software:

- “Server Software,” as defined in this section, provides centralized event monitoring and management services or functionality from your server (your computer on which the Server Software is installed is the “Manager Server”);
- “Client Software” enables an electronic device (a “Managed Device”) to be monitored and/or managed by the Server Software.

**Installation – Server Software.** You may install and use the Server Software on multiple Manager Servers, provided you have acquired the appropriate number of Base Licenses and Application Licenses, as described below. You may not separate component parts of the Server Software for use on more than one Manager Server. **Client Software.** You may install the Client Software on multiple Managed Devices, provided you have acquired the appropriate number of Base

Licenses and Application Licenses, as described below.

**License Requirements – “Per Processor.”** You must acquire a separate Microsoft Operations Manager 2000 Base License (“Base License”) for each processor on each Manager Server, and for each processor on each Managed Device that is monitored and/or managed by the Server Software, whether or not you use the Base Management Pack Rules of the Server Software (as described in the Product documentation). In addition to any Base License required, you must acquire a Microsoft Operations Manager Application Management Pack 2000 License (“Application License”) for each processor on each Managed Device (including your Manager Server) that is monitored and/or managed by the Server Software using the Application Management Pack Rules of the Server Software (as described in the Product documentation). Base Licenses and Application Licenses that you acquire may be used only in conjunction with your Server Software.

## Additional Rights and Limitations.

In addition to Server Software and Client Software, the Application Management Pack may contain the following software:

“Other Software” enables operations consoles and reporting consoles (“Administration Consoles”) to access the services and functionality provided by the Server Software, and updates databases utilized by the Server Software which may be stored on computers separate from the Manager Server (“Database Computers”).

**Installation of the software contained in the Application Management Pack.** Provided you have obtained valid licenses for the Software including any required Base Licenses and Application Licenses as described above, you may upgrade, install and use any number of copies of the Other Software solely for Administration Consoles and Database Computers residing on your premises. Microsoft retains all right, title and interest in and to the Application Management Pack.

**Special note for Microsoft SQL Server.** The use of Microsoft SQL Server on a separate computer for a repository monitored and/or managed by the Software requires that you obtain one or more Base Licenses as set forth above. If Microsoft SQL Server is also separately monitored and/or managed by the Software, you must also obtain one or more Application Licenses.

**Administration.** You do not need a Base License or Application License solely for hosting the administration console of the Server Software.

## A. Server Base License Use Rights.

For each Base License acquired, you may use the Server Software on or to monitor and/or manage a single processor of either a Manager Server or Managed Device, solely as described in the section covering Microsoft Operations Manager Server Use Rights above.

#### **B. Server Application License Use Rights.**

For each Application License acquired, you may use the Application Management Pack Rules of the Server Software to monitor and/or manage a single processor on any Device, solely as described in the section covering Microsoft Operations Manager Server Use Rights above.

### **9. Project Server 2002**

#### **A. Server Use Rights.**

**Installation -- Server Software.** For each License acquired, you may install and use one copy of the Server Software on a single Server. If you have acquired the Server Software, you may install any number of instances of the Server Software on that Server. An "instance" shall mean a running copy of the Server Software.

**Client Software.** You may install the Client Software (PROJECT SERVER) on any internal Device for which a CAL has been assigned.

**CAL Requirements.** A CAL allows a device to access or otherwise utilize the Server Software. You must acquire a separate CAL for each Device that accesses or otherwise utilizes the services of the Server Software.

**Installation Of Server Software On Passive Fail-Over Server.** If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support.

**Sharepoint Team Services.** The Server Software may contain a copy of the SharePoint Team Services software. If so, for each license acquired, you may install one copy of the SharePoint Team Services software on one Device and allow an unlimited number of individuals within your business or enterprise to access and use the SharePoint Team Services software from other Devices; provided, that each Device upon which the SharePoint Team Services software is installed has a validly licensed copy of the Server Software installed on it.

#### **Project Web Access Components.**

**Installation.** For purposes of this section, the Software means the Project Web Access Components. You may install the Software any number of Devices for the sole purpose of enabling you to access and utilize the functionality of Microsoft Project Server 2002, provided that Microsoft Project Server 2002 has been validly licensed, and a valid Client Access License has been obtained and assigned to the Device upon which the Software is installed.

#### **B. CAL Use Rights.**

For each Project Server CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the section covering Project Server above.

### **10. Services for NetWare**

**Installation--Server Software.** You may install an unlimited number of copies of the Server Software on Servers residing on your premises that are running the appropriate Microsoft Windows operating system as described in the user documentation published by Microsoft. **Client Software.** You may install the Client Software on any Devices.

### **11. SharePoint Portal Server**

#### **A. Server Use Rights.**

**Installation--Server Software.** For each license acquired, you may install one copy of the Server Software on a single Server.

**Client Software.** You may install the Client Software on any Device for which you have acquired either a Microsoft SharePoint Portal Server CAL or a Core CAL.

**CAL Requirements.**

**(i) General.** You must acquire a separate SharePoint Portal Server CAL or a Core CAL for each Device which accesses or otherwise utilizes the services or functionality of the Server Software, whether you use the Client Software or any other software to do so, unless otherwise noted below.

**(ii) Limited Access by Other Devices.** Limited access for other devices is permitted as described in the first servers section above.

**Additional License Grant for System Administrators.** You may allow system administrators within your business or enterprise to access and use the Software for the sole purpose of assisting you with installing, configuring, and maintaining licensed copies of the Software. You must obtain separate licenses and/or SharePoint Portal Server CALs or a Core CALs for the Software for system administrators for any other use.

#### **B. CAL Use Rights.**

For each SharePoint Portal Server CAL or a Core CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the section covering SharePoint Portal Server above.

## 12. SQL Server 2000 and SQL Server 2000 Runtime-Restricted Use (“SQL 2000 Runtime”)\*\*

» SQL Server 2000 is available in per seat or per processor licenses. \*\*SQL 2000 Runtime is not available in the BackOffice or SBS suites.

### A. Server Use Terms.

For SQL Server 2000 acquired outside the BackOffice Server 2000 and SBS suites and SQL 2000 Runtime, you may use the Product either in “Per Seat” (with CALs) or “Per Processor” mode, and you may not change the type of use. For SQL Server 2000 acquired within the BackOffice Server 2000 or SBS suite, you may only use the Product in “Per Seat” (with CALs) mode.

#### Per Seat

**Installation -- Server Software.** For each license acquired, you may install and use one copy of the Server Software on a single Server. **SQL Server, Enterprise Edition.** If you have acquired the Enterprise Edition of the Server Software, you may install any number of instances of the Server Software on that Server. An “instance” means a running copy of the Server Software. **Client Software.** You may install the Client Software (SQL Server Personal Edition) on any internal Device.

**SQL Server 2000 CAL Requirements.** You must acquire a separate CAL for each Device that:

- Accesses or otherwise utilizes the services of the Server Software (including Devices using MSDE for such access), or
- Installs and uses SQL Server Personal Edition, or
- Uses the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively “Tools”). You may only use the Tools for internal use in conjunction with your Server Software.

**Installation of Server Software on Passive Fail-Over Server.** If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support.

» Or you may acquire the per processor license:

#### Per Processor

**Server Software.** For each license acquired, you may install one copy of the Server Software on a single Server. If the Server has more than one processor, you must obtain a separate license for each processor on that

Server. You may use the Server Software only with that number of processors for which you are properly licensed. You may use the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively “Tools”) solely for internal use in conjunction with your Server Software. **SQL Server, Enterprise Edition.** If you have acquired the Enterprise Edition of the Server Software, you may also install any number of instances of the Server Software on the Server for use by any processor for which you have acquired a license. An “instance” means a running copy of the Server Software. **Client Software.** You may install and use the Client Software (SQL Server Personal Edition) on any number of internal Devices so long as it is being used only in conjunction with the Server Software, and, in the case of SQL 2000 Runtime, the integrated software turnkey application or suite of applications delivered with the Product (“Integrated Application”).

**SQL Server 2000 Device Access.** Any number of Devices may use or access the services of a Server running the Server Software so long as you have acquired a valid license for each processor running the Server Software.

**SQL Server 2000 Runtime Device Access.** Any number of Devices may use or access the services of the Server Software in conjunction with the Integrated Application so long as you have acquired a valid license for each processor running such Server Software. You may permit Devices to access or use only the services of the Server Software provided with the Integrated Application.

**Installation of Server Software on Passive Fail-Over Server.** If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support (the “Passive Server”) so long as the number of processors on the Passive Server does not exceed the number of processors on your primary active Server.

» The following redistributable section applies to SQL Server 2000 products.

**Redistributable Code.** In addition to the rights granted above, Microsoft grants you the nonexclusive, royalty-free right to use, reproduce and distribute the Microsoft SQL Server Desktop Engine (“MSDE”) and the files listed in the REDIST.TXT contained in the Product (collectively, the “Redistributable Code”), provided that you also comply with sections (I)(C)(1) and (2)(b)(i) of the Developer Tools section of this document.

**Runtime-Restricted Use Software.** You may use SQL 2000 Runtime solely as part of the Integrated Application

solely to run the Integrated Application. SQL 2000 Runtime may not be used either (i) to develop or (ii) in conjunction with, new applications, databases or tables other than those contained in the Integrated Application. You may, however, use a tool to run queries or reports from existing tables, or use a development environment or workbench which is part of the Integrated Application to configure or extend such Integrated Application. Notwithstanding anything to the contrary in these use rights, you may only transfer a given license for SQL 2000 Runtime as part of the Integrated Application, subject to the transfer restrictions in your license agreement.

#### **B. CAL Use Rights.**

Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above.

For each CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the Server use rights section above. SQL 2000 Runtime CALs permit you to access or otherwise utilize the services or functionality of only a Runtime-Restricted Use version of the Server Software. Notwithstanding anything to the contrary in these use rights, you may only transfer a given SQL 2000 Runtime CAL as part of the Integrated Application, subject to the transfer restrictions in your license agreement.

### **13. SMS Server**

#### **A. Server Use Terms.**

You may install and use Server Software and Client Software as provided in the BackOffice Server 2000 section above (except in the case of Server Software and Client Software licensed within the BackOffice Server 4.5 or SBS 4.5 suite, which may be installed and used as provided in the BackOffice Server 4.5 or SBS 4.5 section above, respectively), subject to the restrictions noted here. **Client Software.** You may install and use the Installer component of the Client Software ("SMS Installer") only on Devices within your organization and only for the purpose of creating installation programs through the use of SMS Installer ("Setup Programs"). You may also use and modify the source code designated as "Sample Code" in the SAMPLES.TXT file for the sole purposes of designing, developing, and testing your Setup Programs. You may also install and use in object code form the Redistributable Components (as defined below), along with any modifications you may make to the Sample Code, only on Devices within your organization for a purpose other than creation of Setup Programs, so long as you comply with the requirements

set forth in section (I)(E)(3)(g) of the Developer Tools section of this document.

**Client Access.** You do not need a CAL in order to solely execute Systems Management Server-to-Systems Management Server communications that are solely managing a third Device.

**Use of the Redistributable Components.** You may reproduce and distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Components"), along with any modifications you may make to the Sample Code, provided that you comply with the Distribution Terms listed in such REDIST.TXT file. Note that the Distribution Terms include, among other conditions, terms similar to those described in subsections (i) - (iii) of the Client Software note above.

**Administration Console or Utilities.** You also do not need to acquire a CAL for Microsoft SQL Server to use the administration console or utilities provided with Systems Management Server to access or otherwise utilize the services of Microsoft SQL Server.

**Software Metering, Logon Point, and Client Access Points.** For SMS Server licensed outside the BackOffice Server 2000 suite, you may install and use the Metering Services and Client Access Points components of the Server Software on any computer running a validly licensed copy of Windows NT Server within your organization. For SMS Server licensed within the BackOffice Server 2000 suite, you may install and use the Software Metering, Logon Point, and Client Access Point components of the Server Software on any computer running a validly licensed copy of any version of Windows NT Server or Windows 2000 Server products within your organization.

**Upgrades of a Component of the BackOffice Server 4.5 or SBS 4.5 Suites.** See conditions noted in the BackOffice Server 4.5 and SBS 4.5 sections above.

#### **B. CAL Use Rights.**

Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above. For each CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the Server use rights section above. **Upgrades of CALs for SBS 4.5 Suite.** See conditions noted in the SBS 4.5 section above.

### **14. Windows 2000 Server and Windows 2000 Advanced Server\***

\*Not available in the BackOffice Server or SBS suites.

## **A. Server Use Rights.**

**Installation—Server Software.** For each license acquired, you may install one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server. **Client Software.** You may install the Client Software on any Devices. **Processor Limits.** You may use the Server Software for Microsoft Windows 2000 Server with up to four CPUs of the Server at any one time. You may use the Server Software for Microsoft Windows 2000 Advanced Server with up to eight CPUs of the Server at one time.

**Windows 2000 Server CAL Requirements.** You must acquire a separate CAL for each Device that is used by an “Authenticated User” or that uses “Windows 2000 Server Services” regardless of what software you use.

**Terminal Services.** In addition to a CAL, you must acquire a Terminal Services CAL for each Device that uses “Terminal Services.” You do not need a Terminal Services CAL to utilize Terminal Services for Devices running a licensed copy of Windows 2000 Professional or Windows XP Professional.

“**Authenticated User**” is a user who directly or indirectly utilizes the Windows 2000 Server Integrated Sign-On Service or receives credentials from the Windows 2000 Directory Services.

“**Windows 2000 Server Services**” include File Services (accessing or managing files or disk storage), Printing Services (printing to a printer managed by the Product), Remote Access Service (accessing the Server from a remote location through a communications link, including a virtual private network), and Terminal Services.

“**Terminal Services**” means (i) using the terminal services feature of the Server Software to enable Devices to use software residing on the Server, or (ii) using other software in conjunction with the Server Software to provide similar services.

**Deploying CALs.** Except when the Product is licensed within the SBS 2000 suite, you may deploy CALs in either “Per Seat” or “Per Server” mode. In “Per Seat,” you need a separate CAL for each unique Device that accesses or utilizes the Server Software, as described in the Windows 2000 Server CAL Requirements section above. You can deploy Windows 2000 Server CALs in Per Seat or Per Server mode as defined above. When using Terminal Services, the Product may not be used in Per Server.

**Upgrades from BackOffice Server or SBS.** When you install the Product, the Product replaces the component being upgraded, and you may use the Product in accordance with these use terms. The remaining components of BackOffice Server or SBS may only be

used in accordance with the terms of the Microsoft End User License Agreement that accompanied the original product suite. After an upgrade of BackOffice Server, all products must run on the same Server on which the BackOffice Server is installed, unless the upgrade is an Enterprise or Commerce Edition, in which case you may use the Product as a stand-alone product in accordance with these use terms. After an upgrade of SBS, the Fax and Modem Software is no longer subject to the connection limitation for the SBS.

**Internet Connector.** For each Internet Connector license you have acquired, you have the right to permit any number of Devices that are used by Authenticated Users or that use Windows 2000 Server Services to access a single copy of Windows 2000 Server or Windows 2000 Advanced Server, without the need to acquire Windows 2000 Server CALs for each Device, provided such Devices are used only by Internet Users.

**Terminal Services Internet Connector.** For each Internet Connector license you have acquired, you have the right to permit any number of Devices to access the Terminal Services of a single copy of Windows 2000 Server or Windows 2000 Advanced Server, without the need to acquire Windows 2000 Server CALs and Terminal Server CALs, Windows 2000 Professional Licenses or Windows XP Professional Licenses for each Device, provided that such Devices are used only by Internet Users and a maximum of 200 Devices are connected to the Product and using Terminal Services at any one time.

## **B. CAL Use Rights.**

Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above. For each CAL acquired, you may access or otherwise use the services or functionality of licensed Server Software in the manner provided for in the Server use rights section above.

## **C. MultiLanguage Versions.**

Use of MultiLanguage Versions (“OS Components”) is subject to the terms and conditions of the agreement (“EULA”) under which you have licensed the applicable Microsoft operating system product (“OS Product”) described below and these terms and conditions. If you do not have a valid EULA for any OS Product (Microsoft Windows 2000 Server, or Microsoft Windows 2000 Advanced Server), you are not authorized to install, copy or otherwise use the OS Components. Capitalized terms used and not otherwise defined here have the meanings assigned to them in the applicable OS Product EULA. To the extent that these terms conflict with terms in the



applicable OS Product EULA, these terms control solely with respect to the OS Components. **General.** The OS Components are provided to you by Microsoft to update, supplement, or replace existing functionality of the applicable OS Product.

#### **D. Work at Home.**

- » While authenticated access to a Windows 2000 Server otherwise requires a Windows 2000 Server CAL, accessing Terminal Services from a Home Device under a Work-at-Home license does not require a Windows 2000 Server or Terminal Services CAL; however, in order for the corresponding At-Work Device to access Terminal Services, the user under the Work-at-Home license must be the primary user of an At-Work Device which is licensed for both (i) a Windows 2000 CAL or BackOffice CAL and (ii) either a Terminal Services CAL or a Windows 2000 Professional license. Work-at-Home access rights for Terminal Services are licensed separately from the corresponding access rights for your "At-Work Devices."

Subject to the limitations, requirements and restrictions identified below, for each Work at Home license acquired, you may permit one Work-at-Home Employee to access or otherwise utilize the Terminal Services of the Microsoft Server Software identified on your License Confirmation (the "Server Software"), where such Server Software is licensed by you, via a direct or indirect connection between a single home Device ("Home Device") and the Server running the Server Software, solely for work-related purposes. "Work-at-Home Employee" means an employee of yours (or an independent contractor providing substantially full-time services to you of the type that are customarily performed by your employees) who is the primary user of an At-Work Device. "At-Work Device" means a Device provided by you from which the Terminal Services may be accessed or otherwise utilized. In place of the version of the Server Software identified on the License Confirmation (or equivalent evidence of license), the Work-at-Home Employee may access or otherwise utilize the Terminal Services of any later version of the Server Software he or she may properly access or otherwise utilize from his or her At-Work Device pursuant to a license or upgrade right (e.g., under Upgrade Advantage or an Enterprise Enrollment). You agree to maintain records adequate to permit identification of the number and identity of Work-at-Home Employees permitted to access or otherwise utilize the Terminal Services. In addition to the notice to user requirements described in your license agreement, you agree to notify each Work-at-Home Employee that accesses or otherwise utilizes the Terminal Services from a Home Device pursuant to these provisions that such access or utilization: (i) must be for work-related

purposes; and (ii) must be terminated immediately upon any event which causes him or her no longer to be a Work-at-Home Employee. Notwithstanding anything to the contrary in your license agreement, Work-at-Home licenses are not transferable under any circumstances without the prior written consent of Microsoft.

### **15. Windows NT Server**

#### **A. Server Use Rights.**

You may install and use Server Software and Client Software as provided in the BackOffice Server 4.5 section above (except in the case of Server Software and Client Software licensed within the SBS 4.5 suite, which may be installed and used as provided in the SBS 4.5 section above), subject to the restrictions noted here.

**Processor Limitation.** The Server Software may be used by no more than four (4) processors of the Server at any one time, unless you have Windows NT Server, Enterprise Edition, in which case the Server Software may be used by no more than eight (8) processors of the Server at any one time.

**Client Access.** You need a separate CAL in order to access or otherwise utilize the following Windows NT Server basic network/application services, components or functionality: File Services (accessing or managing files or disk storage), Printing Services (printing to a server managed by a Windows NT Server), Microsoft Message Queue Server (sending or receiving messages from Microsoft Message Queue Server), Microsoft Transaction Server (invoking component-based applications managed by Microsoft Transaction Server), Remote Access Service (accessing the server from a remote location through a communications link), and Terminal Server Services (as defined below). Note: Remote Access Service includes the use of Internet Connection Services, including Internet Authentication Services (validation or transference of a remote access request) or Connection Point Services (remotely configuring the Microsoft Connection Manager Client with new phone numbers or other data). You do not need a CAL for Windows NT Server to access or otherwise utilize any other Windows NT Server services or functionality.

**Note on Microsoft FrontPage Software.** Windows NT Server contains Microsoft FrontPage software, which allows a single user to develop and maintain an Internet/intranet Web site. For each license acquired, you may install and use one copy of Microsoft FrontPage on a single Device.

**Microsoft Site Server Express.** You may freely copy and distribute Microsoft Site Server Express for your use on any computer within your organization.

**SQL Server Feature.** Windows NT Server, Enterprise Edition may install an additional feature which is a restricted version of Microsoft SQL Server. If such feature is installed, you may use it solely in support of the Microsoft Message Queue Server directory functions. You do not need to acquire a separate CAL for Microsoft SQL Server to use the services of Microsoft Message Queue Server to access or otherwise utilize the services of the restricted Microsoft SQL Server feature of Microsoft Windows NT Server, Enterprise Edition.

**Windows NT Load Balancing Service (the “OS Component”).** You may reproduce, install and use one copy of the OS Component on a single computer that is validly licensed to run Windows NT Server, Enterprise Edition 4.0. If you have multiple validly licensed copies of Windows NT Server, Enterprise Edition 4.0, you may reproduce, install and use one copy of the OS Component on all of your computers that are validly licensed to run Windows NT Server, Enterprise Edition 4.0 provided that you use such additional copies of the OS Component in accordance with the terms and conditions set forth above.

**Upgrades of a Component of the BackOffice Server 4.5 or SBS 4.5 Suites.** See conditions noted in the BackOffice Server 4.5 and SBS 4.5 sections above.

#### **B. Windows NT CAL Use Rights.**

Unless otherwise noted, defined terms have the same meaning as in the Server use rights section above. For each CAL acquired, you may access or otherwise use the services or functionality of licensed copies of Windows NT Server in the manner provided for in the Server use rights section. Each CAL for Microsoft Windows NT Server used in the Per Seat Mode may also be used to access or otherwise use the services or functionality of Microsoft Windows NT Server, Terminal Server Edition, provided that you comply with the terms and conditions set forth in the Server Use Rights section above.

**Upgrades of CALs for SBS 4.5 Suite.** See conditions noted in the SBS 4.5 section above.

» For rights and restrictions on accessing or otherwise utilizing Terminal Services under a Work-at-Home license, see the Work-at-Home section above under Windows 2000 Server.

### **16. Windows Services for UNIX 2.0, Interix 2.2 and Services for Unix 3.0**

**Installation—Server Software.** For each license acquired, you may install and use one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server.

**Installation on Microsoft Windows Products—Windows Services for Unix 2.0 and Interix 2.2.** If you install the Server Software on a Server that is running Microsoft Windows NT Server (any version), Windows 2000 Server, or Windows 2000 Advanced Server (“Microsoft Server Products”), you must use the Server Software in the same mode (i.e., Per Seat or Per Server mode) in which you are using the Microsoft Server Product on such Server. If you have already acquired a CAL to access or otherwise utilize the basic services of the Microsoft Server Product, that CAL gives you the right to access and utilize the Server Software.

**Installation on Windows NT Workstation or Windows 2000 Professional — Windows Services for Unix 2.0, Interix 2.2 and Windows Services for Unix 3.0.** If you install the Server Software on a Device that is running Microsoft Windows NT Workstation (with Windows NT 4.0 Service Pack 6a or above), Windows 2000 Professional, or Windows XP Professional, you may permit a maximum of ten (10) Devices to simultaneously access or use the Server Software. A Device which “visits” the Server Software is accessing or using the Server Software. For purposes of the previous sentence, a “visit” means a series of one or more requests from a Device to the Server Software. A visit ends when such Device does not make any additional requests of the Server Software for a period of five (5) minutes or more. The ten (10) use maximum includes any indirect connections made through software or hardware which pools or aggregates connections.

**Installation on Microsoft Windows Server Products — Windows Services for Unix 3.0.** If you install the Server Software on a Server that is running Microsoft Windows NT Server (with Windows NT 4.0 Service Pack 6a or above), Windows 2000 Server, Windows 2000 Advanced Server, or Windows 2000 Datacenter Server (“Microsoft Server Products”), you must use the Server Software in the same “mode” as the Microsoft Server Product on such Server is being used. If it is used in “Per Seat” mode, you must acquire a client access license for each Device that accesses or otherwise uses the services of the Server Software. If it is used in “Per Server Mode,” the maximum number of Devices that may access or otherwise utilize the services of the Server Software at a given point in time is equal to the number of client access licenses that you have acquired and designated for use exclusively with the Device which is running the Server Software. Devices to which a client access license has been designated may also access Server Software running in the Per Server Mode, provided the additional access is within that Device’s maximum licensed capacity. If you have already acquired a client access license to access or otherwise utilize the basic services of the Microsoft Server Product, that client access license

gives you the right to access and utilize the Server Software.

**Server for NFS Authentication.** You may install and use the “Server for NFS Authentication” portion of the Server Software on any Device which is running a validly licensed copy of Microsoft Server Products and acting as a primary or backup domain controller, for the purpose of enabling user authentication and access to the services of the Server Software.

**Server for NIS.** You may install and use the “Server for NIS” portion of the Server Software on any Device which is running a validly licensed copy of Microsoft Windows 2000 Server or Microsoft Windows 2000 Advanced Server acting as a domain controller, solely for the purpose of enabling a Windows 2000-based domain-controller computer to be a master NIS server, or a subordinate NIS server to another Windows 2000 Server running Server for NIS.

**Password Synchronization**—You may install and use the “Password Synchronization” portion of the Software (“Password Synchronization Component”) on any Device which is running a validly licensed copy of UNIX operating system software, for the purpose of enabling the compatibility of such UNIX operating system with the Microsoft Server Products password synchronization service. You may modify the source code for this Password Synchronization Component to port it to any version of a UNIX operating system. You may also use, reproduce, and distribute (and sublicense these rights to third parties, including the right to sublicense to further third parties) the UNIX Synchronization Service, as modified (“Distributables”), in source or object code forms, solely for the purpose of receiving password updates to and from Devices running Microsoft Server Products, provided that (i) you do not use Microsoft’s name, logo, or trademarks to advertise, market or promote your Distributables without the express written permission of Microsoft; (ii) you include a valid copyright notice on your Distributables; (iii) you agree to be completely responsible for any costs and damages that arise or result from the use or distribution of your Distributables.

**Component Products (Interix).** The Software includes certain components licensed to Microsoft from third parties (each, a “Component Product”). A Component Product may contain its own license agreement or copyright notice (each, a “Component Agreement”). The Component Agreements are located on the Software media at \PUBS\CPYRIGHT.TXT and \PUBS\GPL.TXT. In the event of inconsistencies between this Section or your license agreement and any Component Agreement, the terms of the Component Agreement control solely with respect to that Component Product.

## Microsoft Developer Tools

» It is important to read the entire section to understand how developer tools are licensed. This section starts out being very general and becomes more specific towards the end. The Microsoft developer tools covered by this section are listed below. We may add to this list from time to time as new products are made available.

For Project 2000 templates and Project 98 redistributables, see the Applications section.

For the Interix developer tool, see the Servers section.

For MapPoint 2002 Runtime Version, Mobile Information Server Developer Edition, Mobile Information Server 2002 Enterprise Edition Developer Edition 1.5, Mobile Information Server 2002 Enterprise Edition Software Development Toolkit, VBA, IEAK, TechNet Plus and Windows NT Option Pack (licensed within the Visual Studio Enterprise Edition (6.0)), see sections II - IX.

1. BizTalk Server 2000 Developer Edition
2. BizTalk Server 2002 Developer Edition
3. Commerce Server 2000 Developer Edition
4. Commerce Server 2002 Developer Edition
5. Internet Explorer Administration Kit (“IEAK”)
6. Microsoft Office XP Developer (“MOD”)
7. MSDN
8. SQL Server 2000 Developer Edition
9. Visual Basic (6.0 - Learning, Professional and Enterprise Editions)
10. Visual Basic.NET (Standard)
11. Visual Basic for Applications (“VBA”)
12. Visual C++ (6.0 - Standard, Professional and Enterprise Editions)
13. Visual C#.NET (Standard)
14. Visual C++.NET (Standard)
15. Visual FoxPro
16. Visual Interdev
17. Visual J++
18. Visual SourceSafe
19. Visual Studio (6.0 - Professional and Enterprise Editions)
20. Visual Studio.NET (Enterprise Architecture, Enterprise Developer, Professional)

***I. Except as otherwise noted, for all products listed above, these rights and restrictions apply:***

**A. General License Grant.** For each license acquired, you must designate one individual within your organization (the “Designated User”) who will have the personal, nonexclusive license to make and use copies of the Software for the sole purpose of designing,

developing, and testing your Application (as defined in General Requirements in Distribution Requirements below). The Designated User may install copies of the Software on any number of computers provided that such individual is the only person who uses each such copy of the Software.

**Documentation.** In addition, Microsoft grants you a worldwide, nonexclusive, nontransferable, royalty-free right to make, use, and install any number of copies of the documentation solely for internal use by any number of end users so long as:

- a. Such end users are persons who are generally granted access to your internal network; and
- b. Such copies are used only for internal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond your premises.

## **B. Redistributable Code License Grant.**

**1. Sample Code.** Microsoft grants you the right to use and modify the source code version of those portions of the Software identified as “Samples” in REDIST.TXT or elsewhere in the Software (“Sample Code”) for the sole purposes of designing, developing, testing and demonstrating your software product(s), and to reproduce and distribute the Sample Code, along with any modifications, in object code form, and/or, for the following products only, in source code form: Visual Studio.NET (all editions), Visual C#.NET, Visual C++.NET and Visual Basic.NET.

**2. Redistributable Code—Standard.** Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code form of any portion of the Software listed in REDIST.TXT (“Redistributable Code”). Note: Certain Redistributable Code may be subject to additional restrictions below if it is also identified as “Limited Use Redistributable Code” or “Extended Use Redistributable Code.”

**3.** Visual C++ (6.0 and .NET) and Visual Studio (6.0 and .NET)—Microsoft Foundation Classes (MFC), Template Libraries (ATL), and C Runtimes (CRTs). In addition, Microsoft grants you the right to use and modify the source code version of those portions of the Software that are identified as MFC, ATL, or CRTs (the “VC Redistributables”), for the sole purposes of designing, developing, and testing your Application. Microsoft further grants you a nonexclusive, royalty-free right to reproduce and distribute the object code version of the VC Redistributables, including any modifications (or enhancements to the functionality of the VC Redistributables), so long as you rename any files created by you that are included in your Application.

## **C. Distribution Requirements.**

**1. General Requirements.**

If you are authorized and choose to redistribute Sample Code, Redistributable Code, VC Redistributables, Limited Use Redistributable Code, or Extended Use Redistributable Code (collectively, the “Redistributables”), you agree to:

- a. Distribute the Redistributables in object code form and only in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the Redistributables (“Application”);
- b. In the Application, the Redistributables only operate in conjunction with Microsoft Windows platforms;
- c. Distribute the Application containing the Redistributables pursuant to an end user license agreement (which may be “break the seal”, “click wrap” or signed), with terms no less protective than those contained in these product use rights and your license agreement;
- d. Not use Microsoft’s name, logo, or trademarks to market the Application;
- e. Display your own valid copyright notice on the Application which must be sufficient to protect Microsoft’s copyright in the Software;
- f. Not to remove or obscure any copyright, trademark or patent notices that appear on the Software as delivered to you;
- g. Be completely responsible for any costs and damages that arise or result from the use or distribution of the Application;
- h. Otherwise comply with these terms and conditions;
- i. Agree that Microsoft reserves all rights not expressly granted; and
- j. You also agree not to permit further distribution of the Redistributables by your end users except you may permit further redistribution of the Redistributables by your distributors to your end-user customers if your distributors only distribute the Redistributables in conjunction with, and as part of, the Application and you and your distributors comply with all other terms of this license agreement. (Note: see exception regarding “Extended Use Code” below.)

• **Identified Software.** The following terms and conditions apply only to (a) any software contained in BizTalk Server 2002 Developer Edition that is identified as software that you may modify and/or redistribute, (b) portions of any Component of MSDN that you receive pursuant to these product use rights after October 1, 2001 that are identified as software that you may modify and/or redistribute; and (c) any “Redistributables,” “Sample Code” or “Redistributable Code” provided with

Visual Studio.NET, Visual Basic.NET, Visual C++.NET, or Visual C#.NET ( the foregoing collectively referred to in this paragraph as "Affected Code"): Your license rights to the Affected Code are conditioned upon your (a) not incorporating Identified Software into or combining Identified Software with the Affected Code or a derivative work thereof; (b) not distributing Identified Software in conjunction with the Affected Code or a derivative work thereof; and (c) not using Identified Software in the development of a derivative work of the Affected Code. "Identified Software" means software which is licensed pursuant to terms that directly or indirectly (i) create, or purport to create, obligations for Microsoft with respect to the Affected Code or derivative work thereof or (ii) grant, or purport to grant, to any third party any rights or immunities under Microsoft's intellectual property or proprietary rights in the Affected Code or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be (a) disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.

## **2. Additional Rights or Restrictions.**

**a. Extended Use Redistributable Code.** You may permit your end users to reproduce and distribute the object code form of certain portions of the Software (as listed in REDIST.TXT as "Extended Use Redistributable Code") only in conjunction with and as a part of your Application or Web page that adds significant and primary functionality to the Extended Use Redistributable Code. You are authorized to exercise the foregoing rights provided that you and your end users agree to comply with all terms and conditions of Section (I)(C)(1) above.

**b. Limited Use Redistributable Code.** The Software may include a set of software files associated with the Microsoft Jet database engine (the "Jet files") and the Microsoft SQL Server Desktop Engine ("MSDE"). These files are included in the list of redistributable components for the Software. For simplicity, these files will be referred to in this section as the "MS DB Files." In addition to the rights and restrictions described above in (B) and (C) of this Section I, the following additional restrictions apply to you:

(a) You cannot distribute the MS DB Files with an application or web page that substantially duplicates the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, competes with the same product; and

(b) you must require your customers to have the number of licenses for Microsoft Access or Microsoft Office that are equivalent to the number of licenses that such customers have acquired for your application or web page.

Furthermore, you cannot reproduce or distribute any of the MS DB Files with a commercial application or web page in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access.

**Note:** a product that includes limited word processing, spreadsheet or database components along with other components that provide significant and primary value, such an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product for purposes of this section.

**3. Microsoft Platform Software Development Kit ("Platform SDK").** If you are authorized and choose to redistribute Redistributables found in the Platform SDK, in addition to compliance with Section C.1. above, you also agree:

- a. That in your Application the Redistributables only operate in conjunction with a Microsoft operating system product; and
- b. To distribute your Application containing the Redistributables pursuant to an End-User License Agreement (which may be "break-the-seal", "click-wrap" or signed), with terms no less protective than these terms.

## **D. Additional Rights and Restrictions for MOD.**

**General.** You may install and use one copy of the Software on a single computer, device, workstation, terminal, or other digital electronic or analog device ("Device"). You may make a second copy of the Software and install it on a portable Device for the exclusive use of the person who is the primary user of the first copy of the Software.

**Microsoft SQL Server 2000 Personal Edition.** The Software may include a copy of Microsoft SQL Server 2000 Personal Edition ("SQL Dev Software"). The SQL Dev Software consists of software programs that provide services on a server computer ("Server Software") and software programs that allow Devices to access and use the services of the server software ("Client Software"). You may install one copy of the Server Software on a server computer and install an unlimited number of copies of the Client Software on Devices for the sole

purpose of designing, developing and testing your software products for use in conjunction with the Software. You may not disclose the results of any benchmark tests of the SQL Dev Software to any third party without Microsoft's prior written approval.

**Media Elements.** The Software may include certain photographs, clip art, animations, sounds, music and video clips (together "Media Elements"). If so, the following terms describe your rights to the Media Elements:

- o Except as specified in the next section, you may use, copy and modify the Media Elements and distribute copies of the Media Elements, along with your modifications, as part of your software product(s) and service(s), including your web site(s).
- o You are not licensed to do any of the following:
  1. You may not sell, license or distribute copies of the Media Elements on a stand-alone basis or as part of any collection, product or service where the primary value of the product or service are the Media Elements.
  2. You may not use or distribute any of the Media Elements that include representations of identifiable individuals, governments, logos, initials, emblems, trademarks, or entities for any commercial purposes or to express or imply any endorsement or association with any product, service, entity, or activity.
  3. You may not create obscene or scandalous works, as defined by federal law at the time the work is created, using the Media Elements.
  4. You must be completely responsible for any costs and damages that arise or result from the use or distribution of Media Elements as modified by you.
  5. You must include a valid copyright notice on your products and services that include copies of the Media Elements.
  6. You may not permit third parties to distribute copies of the Media Elements except as part of your product or service.

**Sharepoint Team Services.** The Software may contain a copy of the Sharepoint Team Services. If so, you may install one copy of such software on one Device and allow any number of individuals within your business or enterprise to access and use the Sharepoint Team Services from other Devices provided that you acquire and dedicate a license to the Software for the Device upon which the Sharepoint Team Services are installed.

**FrontPage Server Extensions.** The Software may contain a copy of the Microsoft FrontPage Server

Extension software. If so, you may make additional copies of such software and install them on any number of storage Devices, such as network servers, to provide services to users of your web sites.

#### **E. Additional Rights and Restrictions for SQL Server 2000 Developer Edition ("SQL Dev Software").**

**1. General.** The SQL Dev Software may contain the following software:

- "Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers");
- "Client Software" allows an electronic device ("Device") to access or utilize the Server Software.

**2. Server Software.** Solely for purposes of designing, developing and testing your software product(s): (i) you may make, use and install the Server Software on individual Servers; all components of the Server Software may only be installed and used on one and the same Server; (ii) you may allow a maximum of five users to access and use the Server Software; and (iii) you may allow an unlimited number of simultaneous connections to be made to access the services of the Server Software.

**3. Client Software.** You may make, use and install the Client Software on an unlimited number of Devices solely for use in conjunction with designing, developing and testing your software products.

**4. Benchmark Testing.** The restrictions on benchmark testing in Section [G] below apply.

**5. SQL Server 2000 Windows CE Edition.** The files listed in REDIST.TXT contained in the SQL Server CE Components are licensed as described in sections B and C above; provided, however, in your Application, the Redistributables must operate in conjunction with Microsoft SQL Server 2000 CE Edition. With respect to any Application distributed by you which contains such Redistributables, if the Application when deployed onto your end user's Device directly or indirectly accesses or otherwise ultimately utilizes the services or resources of a SQL Server database outside of the Device, then the end user must have or obtain valid licenses for Microsoft SQL Server (such as SQL Server 2000 Enterprise Edition or SQL Server 2000 Standard Edition) either per processor licenses or server/CAL licenses. Notwithstanding the foregoing, under no circumstances may you deploy the SQL Server Components nor may your end user deploy your Application, so that either connects to the Microsoft SQL Server 2000 Developer Edition when being used in a production environment.

#### **F. Additional Rights for Commerce Server 2000 Developer Edition, Commerce Server 2002 Developer**



## **Edition, BizTalk Server 2000 Developer Edition and BizTalk Server 2002 Developer Edition.**

Use and installation of server software and client software.

**1. General.** The Product may contain the following software:

- “Server Software” provides services or functionality on your server (your computers capable of running the Server Software are “Servers”);
- “Client Software” allows an electronic device (“Device”) to access or utilize the Server Software.

**2. Server Software.** Solely for purposes of designing, developing and testing your software product(s) that work in conjunction with the Server Software (“Server Applications”): (i) you may make, use and install the Server Software on individual Servers; and (ii) you may allow any number of simultaneous connections to be made by any number of users to access the services of the Server Software. For purposes of Commerce Server 2002 Developer Edition, “Testing” does not include staging in a production environment such as loading content on a Server prior to production use.

**3. Client Software.** You may make, use and install the Client Software on any number of Devices solely for use in conjunction with designing, developing and testing your software products.

**4. Benchmark Testing.** The restrictions on benchmark testing in Section [G] below apply.

**Device Access.** Any number of Devices may use or access the services of a Server running the Server Software so long as you have acquired a valid license for the Server Software.

**Use of Redistributable Code/SDK Software.** If included, you may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building Server Applications. Your license rights to the Redistributable Code in BizTalk Server 2002 Developer Edition and Commerce Server 2002 Developer Edition are conditioned upon your (a) not incorporating Identified Software into or combining Identified Software with the Redistributable Code or a derivative work thereof; (b) not distributing Identified Software in conjunction with the Redistributable Code or a derivative work thereof; and (c) not using Identified Software in the development of a derivative work of the Redistributable Code. “Identified Software” means software which is licensed pursuant to terms that directly or indirectly (i) create, or purport to create, obligations for Microsoft with respect to the Redistributable Code or derivative work thereof or (ii) grant, or purport to grant, to any third party any rights or immunities under Microsoft’s intellectual property or

proprietary rights in the Redistributable Code or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be (a) disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.

## **G. Additional Rights for Visual Studio Enterprise Edition (6.0) and MSDN.**

### **1. Use of BackOffice and .NET Server Application Components—General.**

The Software may include certain components of Microsoft BackOffice Server (the “BackOffice Components”) or .NET Server Applications (“.NET Components”) that consist of software programs that provide services on a computer acting as a server (“Server Software”) and software programs that allow an electronic device (“Device”) to access or utilize the services provided by the Server Software (“Client Software”).

**NOTE:** Microsoft is not licensing to you any rights with respect to Crystal Reports for Microsoft Visual Studio.NET; your use of Crystal Reports for Microsoft Visual Studio.NET is subject to your acceptance of the terms and conditions of the end user license agreement from Crystal Decisions for that product (a copy of the Crystal Decisions end user license agreement can be found in the following folder: \Program Files\Microsoft Visual Studio .NET\Crystal Reports\license.txt.).

- a. Production Use.** The Components of the Software may only be used for development purposes and may not be used in a production environment. Note: this provision does not apply to software components identified as “BackOffice Components” in the Visual InterDev portion of the Software.
- b. Separation of Components.** The Product is license as a single product. Its Component parts may not be separated for use by more than one user (or for use on more than one computer for Server Software).
- c. Version Limitation.** Any CAL must have the same or later version number than the corresponding version number of the Server Software being used.
- d. Performance or Benchmark Testing.** You may not disclose the results of any benchmark test of either the Microsoft Server Software or Client Software to any third party without Microsoft’s prior written approval.

**2. The BackOffice Components.** Solely for the purposes of designing, developing, testing and demonstrating software applications created by you:

You may make, use, and install the Server Software on a single Server for Visual Studio Enterprise Edition (6.0) or on any number of servers for MSDN; all components of the Server Software must be installed on one and the same Server.

You may allow a maximum of 10 simultaneous connections to access the services of the Server (except for SQL Server or MSDN where you may allow any number of simultaneous connections to access the services of the Server Software).

You may make, use, and install the Client Software on any number of Devices.

The media on which the Server Software resides may contain several versions of the Server Software, each of which is compatible with a different microprocessor architecture (such as the x86 architecture or various RISC architectures). These multiple-architecture versions may be installed and used on different Servers solely for use by a licensed end user. The Server Software may not be used as the software on the server that supports your development of your Application(s) (e.g., as a repository for source code).

BackOffice Component Specific Rights and Restrictions.

**Microsoft SNA Server (BackOffice Server 4.5 only).** In addition, the 3270 and 5250 terminal emulation applets and the ODBC/DRDA driver provided with SNA Server are licensed for use only by one user per licensed copy of SNA Server. The applets may only be used to access or otherwise utilize the services of Microsoft SNA Server.

**Windows NT Server and Windows 2000 Server.** The Server Software may be used by no more than four (4) processors of the Server at any one time. You may permit up to 200 anonymous concurrent connections to access your software applications using the Terminal Services component of Windows 2000 Server Software, so long as (i) such use is limited to the demonstration of your software applications over the Internet for evaluation purposes, and (ii) it does not utilize production data.

**Microsoft Windows for Workgroups or Windows 95 Software.** The media on which Windows NT Server resides may contain a copy of Windows for Workgroups or Windows 95 software. In order to install or use this software, you must acquire a separate Windows for Workgroups or Windows 95 license.

**Microsoft Exchange Server (BackOffice Server 4.5 only).** Microsoft Exchange Server also includes the Source Extractor, Administrator, and Microsoft Mail Connector software. The Source Extractor, Administrator, and Microsoft Mail Connector programs contain components that may be installed on additional computers (i.e., other than the Server on which the Server Software resides). Microsoft grants you the

additional right to modify the source code version of the Source Extractor programs. The Source Extractor may only be used to migrate data to Microsoft Exchange Server.

**Microsoft SQL Server.** A maximum of five users may access and use the Server Software for the sole purposes of designing, developing, and testing your software product(s) that are designed to operate in conjunction with Microsoft SQL Server; and any number of simultaneous connections may be made to access the services of the Microsoft SQL Server, Server Software.

**Microsoft Windows NT and Windows 2000 Professional.** Each copy of this Component may be used by no more than two processors of each computer on which such copy is installed. You may use the Component as interactive workstation software on each computer on which the Component is installed ("Workstation Computer"), but not as server software.

### 3. Redistributable Code.

- a. **Microsoft SQL Server (all versions prior to SQL Server 2000)—Note Regarding the Use of Run-Time Software.** Provided that you comply with the terms of Section (I)(C)(1) above, Microsoft grants you the nonexclusive, royalty-free right to reproduce and distribute those DB-Library, Net-Library, and ODBC files required for run-time execution of compiled applications ("SQL Run-Time Files") in conjunction with and as a part of your application software product that is created using the Microsoft SQL Server Software ("SQL Application"), provided that if your SQL Application contains ODBC Run-Time Files: (a) your SQL Application must operate in conjunction with Microsoft SQL Server; and (b) you agree to distribute all ODBC components specified in the Readme file in conjunction with your SQL Application. **Note Regarding SQL Redistributable Code (applicable to SQL Server portion of Microsoft BackOffice 4.5 Developer Edition).** In the event that the SQL Server portion of the Software contains a file identified as REDIST.TXT, Microsoft grants you the nonexclusive, royalty-free right to use, reproduce and distribute the files listed in the REDIST.TXT file of the SQL Server software (the "SQL Redistributable Code"), provided that you also comply with the terms of Section (I)(C)(1).
- b. **SQL Server 2000.** Microsoft grants you the nonexclusive, royalty-free right to use, reproduce and distribute the Microsoft SQL Server Desktop Engine ("MSDE") and the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Code") provided that you comply with the Distribution Terms listed in the REDIST.TXT file. If you choose to redistribute MSDE, you also agree:

- (i) That your Application does not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and
- (ii) That unless your Application requires your customers to license Microsoft Access in order to operate, you do not reproduce or use MSDE for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.

**c. SNA Server Development Software (for BackOffice 4.5 only).** Microsoft grants you the following nonexclusive, royalty-free right to install and use copies of the OLE DB Data Provider for VSAM and AS/400 ("OLE DB Provider") or the COM Transaction Integrator for CICS and IMS ("COM Transaction Integrator") on one or more computers located at your premises solely for the purpose of designing, developing, testing and demonstrating your applications that work in conjunction with Microsoft SNA Server. Portions of the SNA Server portion of the Software are also designated as "Redistributable Code." The text file named REDIST.TXT in the SNA Server portion of the Software contains a list of such files, as well as the distribution rights associated with the SNA Server Redistributable Code.

**d. Host Integration Server 2000, Commerce Server 2000/BizTalk Server 2000, and ISA Server 2000 ("SDK Software").** If included, you may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building applications that work in conjunction with the Server Software ("Applications"). You may modify the Sample Code (identified in the "samples" directories) to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. You may also reproduce and distribute the Sample code, along with any modifications you make thereto (for purposes of this section, "modifications" mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as

"redistributable" (collectively, the "Redistributable Code") provided that you agree: (a) to distribute the Redistributable Code in object code form and only in conjunction with your Application, which Application adds significant and primary functionality to the Redistributable Code; (b) not to use Microsoft's name, logo, or trademarks to market the Application; (c) to include a valid copyright notice in your name on the Application; (d) to be completely responsible for any costs and damages that arise or result from the use or distribution of the application; (e) to otherwise comply with these terms and conditions; and (f) that Microsoft reserves all rights not expressly granted.

**e. Site Server Software Development Kits ("Site Server SDK Software") (BackOffice Server 4.5 only).** Microsoft grants you the nonexclusive, royalty-free right to install and use copies of the Site Server SDK Software on one or more computers located at your premises solely for the purpose of designing, developing, testing and demonstrating your applications that work in conjunction with Microsoft Site Server. You may modify the Site Server Sample Code to design, develop, and test your applications. "Site Server Sample Code" means the sample source, HTML, and Active Server Pages (ASP) code located in Site Server "SDK" and "samples" directories. Portions of Site Server are designated as "Redistributable Code." The text files named REDIST.TXT and LICENSE.TXT located in the Site Server portion of the Software, describe the distribution rights associated with each file of the Site Server Redistributable Code.

**f. Microsoft Exchange—Note Regarding the Use of the Sample Applications and Outlook Web Access Software (BackOffice 4.5 Developer Edition only).** **Sample Applications.** Provided that you comply with the terms of Section (I)(C)(1) above, Microsoft grants you the nonexclusive, royalty-free right to use and modify the source code version of the Sample Applications and to reproduce and distribute the object code versions of such modifications in conjunction with your application that utilizes the services of Microsoft Exchange Server. **Outlook Web Access Software ("OWA Software").** Microsoft grants you the nonexclusive, royalty-free right to use, customize, reproduce and distribute the OWA Software, provided that (a) you comply with the terms Section (I)(C)(1) above; and (b) you include an end-user license agreement with the OWA Software that grants a limited license to use the OWA Software and otherwise protects Microsoft's and its suppliers' intellectual property rights in the OWA Software.

**g. Systems Management Server (BackOffice 4.5 Developer Edition only).** You may install and use the Installer component of the Client Software ("SMS

Installer") only on Devices within your organization and only for the purpose of creating installation programs through the use of SMS Installer ("Setup Programs"). You may also use and modify the source code designated as "Sample Code" in the SAMPLES.TXT file for the sole purposes of designing, developing, testing and demonstrating your Setup Programs. You may also install and use in object code form the Redistributable Components (as defined below), along with any modifications you may make to the Sample Code, only on Devices within your organization for a purpose other than creation of Setup Programs, provided that you: (a) reproduce and use the Redistributable Components only in conjunction with or as part of a Setup Program; (b) have a valid CAL for any version of Microsoft Systems Management Server for each Device that uses the Redistributable Components; and (c) are completely responsible for any costs and damages that arise or result from the use of your Setup Program or any software installed by your Setup Program. You do not have any other right to install or use SMS Installer. You may reproduce and distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Components"), along with any modifications you may make to the Sample Code, provided that you comply with the Distribution Terms listed in such REDIST.TXT file. Note that the Distribution Terms include, among other conditions, terms similar to those described above.

**h. Microsoft BackOffice Server (BackOffice 4.5 Developer Edition only). Use of Administrator Tools.** You may install and use the administrator tools on any Device within your organization. **Redistributable Components.** You may modify, reproduce or distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Components") provided that you comply with the Modification and Distribution Terms listed in such REDIST.TXT file.

#### **H. Additional Rights for Visual Studio.NET (Enterprise Architecture).**

**Microsoft server components for development use.** The Product may include certain of Microsoft Server products (collectively, the "Server Components"), provided for your use solely in conjunction with the design, development and testing of software products created by you; the Server Components may not be used in a production environment. Your use of the Server Components is subject to these product use rights, the terms of which supercede those of any end user license agreements contained in the Server Components. For all other Server Components, the following rights and restrictions apply.

- **Installation and Grant of License.** The Server Components consist of software programs that provide

services or functionality on a computer capable of running the server software ("Server Software"; the computer running the Server Software shall be referred to as the "Server.") and software programs that allow an electronic device (a "Device") to access or utilize the services or functionality provided by the Server Software ("Client Software").

**Server Software.** Solely for purposes of designing, developing and testing your software product(s) you may make, use and install the Server Software for any individual Server Component on any number of Servers. All components of the Server Software for any one Server Component, however, may only be installed and used on one and the same Server. The Server Software may not be used as the software on the server that supports your development of software product(s) (e.g., as a repository for source code).

**Client Software.** You may make, use and install the Client Software on any number of Devices for use by others, provided that such use is solely in conjunction with the design, development and testing of software products created by you that operate in conjunction with the Server Software.

#### • **Other Rights and Restrictions Regarding the Server Components.**

**Windows 2000 Server.** The Server Software for the Server Component identified as Windows 2000 Server may be used by no more than four (4) processors of the Server at any one time.

**Use of Redistributable Software ("SDK Software").** If included as part of a Server Component, you may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building applications that work in conjunction with the Server Software that accompanies the corresponding SDK Software ("Applications"). You may modify the Sample Code (identified in the "samples" directories) to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. You may also reproduce and distribute the Sample Code, along with any modifications you make thereto (for purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as "redistributable" (collectively, the "Redistributable Code") provided that you comply with the terms of Sections (C)(1) and (2) above.

**Web Stress Functionality/ACT Tool.** If included with the edition of the Product you have acquired, then as provided in the corresponding Product documentation, you have the ability to use the component of the Product identified as the Applications Center Test ("ACT Tool") to perform stress tests against websites in its default mode

(which is to honor any “robots.txt” files it may encounter) or to set the ACT Tool to not honor any “robots.txt” files it may encounter when performing its stress tests. The use of the ACT Tool by you in the non-default mode is entirely your responsibility and at your sole risk. Before you use the ACT Tool with any third party property, you should consult with such third party or the agreement governing the use of such property to determine whether or not such use is permitted.

**Use of Additional Microsoft Visio Network Equipment Shapes.** If included with the edition of the Product you have acquired, Microsoft Visio Enterprise Network Tools provided with Microsoft Visio for Visual Studio Enterprise Architect may enable you to obtain certain additional Microsoft Visio shapes from Microsoft, such as from a Microsoft web site. Microsoft Visio Network Equipment shapes that you obtain by use of Microsoft Visio Network Tools will be considered part of the Software Product and governed by these product use rights unless they are accompanied by a separate license agreement in which case such separate license agreement will govern your use of the Microsoft Visio Network Equipment shapes.

**Links To Third Party Sites.** You may link to third party sites through the use of the Product. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Microsoft is not responsible for webcasting or any other form of transmission received from any third party sites. Microsoft is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Microsoft of the third party site.

## **I. MSDN.**

The Software provided through MSDN, the Microsoft Developer Network Subscription (“MSDN Subscription Program”) include(s) computer software and may include “online” or electronic documentation, associated media, and printed materials (“Product”). Depending on the subscription level you have purchased, the Product may consist of product documentation, sample applications, books and periodicals, tools and utilities, miscellaneous technical information, operating systems, development toolkits, server applications, and development tools (each, a “Component,” of the Product). The Product may include groups of Components identified as any one or more of the following: Library, Platforms, Server Products, Applications, and Developer Tools. For each license acquired, you must designate one individual within your organization to make and use copies of the Product according to the terms outlined below. Each MSDN license must be dedicated to use of the Product by one individual.

**General.** Microsoft grants you a personal, nonexclusive license to make and use up to ten copies of each of the following software programs for the sole purposes of designing, developing, testing and demonstrating your software product(s): Library, Platforms, Applications and Developer Tools. With respect to those Components designated as Applications, for each license acquired, you may designate one individual within your organization who will have the personal, nonexclusive license to make and to use such Applications for business purposes, provided that such business purposes relate specifically to your design, development, testing and demonstration of your software product(s). In addition, solely with respect to the Microsoft Office Component, for each license acquired, the individual designated by you will have a personal, nonexclusive license to make, use, and install one additional copy of Microsoft Office on a single computer for general business purposes provided that he or she is the only individual using such copy of Microsoft Office. Certain Components of the Product may include software programs that limit the number of copies that can be made for use by you to less than the ten copies authorized above.

## **Additional rights and restrictions**

**Testing.** “Testing” as defined in these MSDN product use rights does not include staging in a production environment such as loading content on a staging server prior to product use.

## **Application Center 2000 Developer Edition**

For purposes of this product, “testing” shall be deemed to include (i) testing of your software products to ensure they are deployable with Application Center 2000; and (ii) the right to build integration points (such as monitors) and determine any effects of use. Testing does NOT include staging, or testing in an operations environment where testing may be part of pre-production (reliability testing, performance testing, or system testing).

## **II. IEAK Redistributables and Customization**

Microsoft grants to you a nonexclusive, worldwide, royalty-free license to use, reproduce and distribute the Software solely for use by your employees (or in the case of educational institutions, students and faculty) and staff within your organization and affiliated companies through your Intranet so long as:

- a. You may not permit redistribution of the Software to or for use by third parties other than for third parties such as temporary guests or staff, consultants and contractors accessing your Intranet.

- b. You maintain and not alter or remove any copyright, trademark, and other protective notices contained in the Software, including the end user license agreement which is included in the setup installation of the Software.
- c. You also comply with Microsoft's trademark guidelines with respect to the proper use of Microsoft trademarks associated with the Software.
- d. In the event that you choose to use the IEAK logo, your use is governed by the IEAK Logo License Agreement. You are responsible for providing end-user support for your users of the Software.

#### **IEAK Customization.**

In addition, Microsoft grants to you a nonexclusive, limited, worldwide, royalty-free license to customize Internet Explorer using the IEAK in accordance with the instructions provided in the Internet Explorer "Customization Wizard." You acknowledge and agree that your use of the IEAK to customize Internet Explorer requires the rightful receipt from Microsoft of the Customization Code allocated to you. You agree that you will only use the IEAK in accordance with the instructions provided in the Internet Explorer Customization Wizard that is available to you upon input of the allocated Customization Code and the Logo Guidelines provided by Microsoft.

### **III. MapPoint 2002 Runtime Version**

**Install and Use.** For each license you acquire, you may install and use one copy of the Software on a single computer, workstation, terminal or other digital electronic device residing on your premises ("Computer") to design, develop, and test your software application(s) ("Application") with the Software. You cannot allow third parties to access and use your copy of the Software from your Computer.

**Integration.** You may integrate the Software into your Application. You may also reproduce and distribute the Software, in runtime form only (as described in online help), provided that you comply with the Distribution Terms described below.

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### **IV. Mobile Information Server Developer Edition and Mobile Information Server 2002 Enterprise Edition Developer Edition**

The product may contain the following software:

- **"Server Software"** provides services or functionality on your computer capable of running the Server Software ("Server");
- **"Device"** is an electronic device ("Device") to access or utilize the Server Software.
- **"OMA Software"** or **"Outlook Mobile Access Software"** provides additional services and functionality as part of the Server Software.

**Installation and Use of the Server Software.** Solely for internal testing purposes: (1) you may install and use one copy of the Server Software, including the OMA Software, on a single Server; (2) you may allow a maximum of five users to access and use the Server Software; and (3) you may access the Server Software from an unlimited number of Devices.

**Other Licenses.** Your use of software applications installed on the Server or accessed through the Server Software may require additional licenses -- please consult the license agreement accompanying such software. The software comprising the Microsoft Mobile Information



Server 2002 Software Development Kit ("SDK") is governed by the separate product use rights for the SDK.

**Benchmark Testing.** You may not disclose the results of any benchmark test of either the Server Software or the OMA Software to any third party without Microsoft's prior written approval.

## ***V. Mobile Information Server 2002 Enterprise Edition Software Development Kit***

For each license acquired, you may install and use an unlimited number of copies of the Software on computers, including workstations, terminals or other digital electronic devices residing on your premises ("Computers") to design, develop, and test your software application(s) ("Application") for use with any edition of Microsoft Mobile Information 2002 Server software ("Microsoft Product").

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## ***VI. TechNet Plus***

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**"Client Software"** allows an electronic device ("Device") to access or utilize the Server Software.

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**Client Access License ("CAL") Requirements.** CALs that you acquire may be used only in conjunction with your Server Software. The maximum number of Devices that may access or otherwise utilize the services of the Server at a given point in time is equal to the number of CALs that you have acquired and designated for use exclusively with that Server. If the anticipated number of users of the Client Software will exceed the number of applicable licenses, then you must have reasonable mechanism or process in place to ensure that the number of persons using the Client Software concurrently does not exceed the number of licenses.

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